



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1026 - Authorization 96 – A Resolution authorizing the Mayor to execute Authorization No. 96 with HDR Engineering, Inc. for design and construction services for Streetscape Phase III – Bridge Street

REQUESTED BOARD ACTION:

A motion to approve Resolution 1026, authorizing and directing the Mayor to execute Authorization No. 96 with HDR Engineering, Inc. for design and construction services for Streetscape Phase III – Bridge Street.

SUMMARY:

The City will receive federal construction funding for Streetscape Phase III – Bridge Street from Church Street to First Street. The project includes the same streetscape theme of downtown including lighting, sidewalks, curb and gutter, new road surface, storm sewer, bike sharrows, brick inlays and new attractive railing / fencing on the bridge. Staff received qualification statements from three firms and are recommending to proceed with HDR. HDR was the engineer on the original two phases of the downtown streetscape projects.

The construction funding comes from the Transportation Alternatives Program (TAP). This is a Federally funded program administered through MoDOT and MARC. Federal funds come with some additional documentation, Buy America Provisions, DBE requirements and environmental reviews.

The scope provided by HDR has two Parts, Design (Part 1) and Bidding and Construction Services (Part 2). On federally-funded projects, contracts must include the Part 2 services in the professional services agreement from the beginning.

At this time, staff is requesting to proceed with Part 1 – Design. There is an option for bridge enhancements that would include decorative railing, pedestrian lighting, and could include the pictured monuments or other similar decorative monument. If this option is not desired we can omit it from the scope and contract.

We will budget for Part 2 – Bidding and Construction services in 2023. Again, being a Federally funded project there are certain reporting processes and procedures that must be followed. Inspection (construction administration) is conducted with LPA (Local Public Authority) certified staff. At this time, Smithville's Public Works Director is the only staff with this certification. City inspection Staff will assist where allowable.

The project schedule includes:

Plans, Specifications & Estimate (PS&E) Submittal 2/1/2023
Plans, Specifications & Estimate (PS&E) Approval 4/1/2023
Advertisement for Letting 5/1/2023
Bid Opening 6/1/2023
Construction Contract Award (REQUIRED) 7/1/2023

The project was awarded \$488,000 in construction funding

PREVIOUS ACTION:

None

POLICY ISSUE:

Infrastructure Maintenance, Community Oasis

FINANCIAL CONSIDERATIONS:

The 2022 budget includes \$97,000. Additional funds for increases in costs are included in the Budget Amendment under consideration with Bill 2932-22.

ATTACHMENTS:

- | | |
|---|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Enhancement option depiction | |

RESOLUTION 1026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AUTHORIZATION NO. 96 WITH HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION SERVICES FOR TAP-3302(434) BRIDGE STREET STREETScape PROJECT

WHEREAS, the City has been awarded federal construction funding for the Streetscape Phase III – Bridge Street from Church Street to First Street; and

WHEREAS, a RFQ 22-04 was issued requesting design and construction services for this project; and

WHEREAS, the City received three qualification statements, held interviews and is recommending to proceed with HDR to provide the design and construction services for this project; and

WHEREAS, HDR has provided a scope of services including Part 1 – Design in an amount of \$181,380 and Part 2 Bidding and Construction Services in an amount of \$65,220.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT the Mayor is hereby authorized to execute Authorization No. 96 with HDR Engineering, Inc.; and

THAT HDR is authorized to proceed with Part 1 – Design in the amount of \$181,380.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 15th day of February, 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the "Agreement" or "Contract") by and between City of Smithville, MO ("City") located at 107 W. Main Street, Smithville, MO 64089 and HDR Engineering, Inc. ("Consultant" or "Engineer") a Corporation registered to do business in the State of Missouri located at 10450 Holmes Rd., Ste 600, Kansas City, MO 64131

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to a Bridge St -Streetscape Phase III and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ 22-04, Bridge St – Streetscape Phase III on December 19th, 2021 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 15th day of December 2021, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. CONTRACT DOCUMENTS: The Agreement between the parties shall consist of this Agreement, Exhibit A, B and C. The Parties further agree that this Agreement is a memorialization and a supplement to Exhibits A, B and C attached hereto. In the event of a conflict in the interpretation of the contract/Agreement documents, the parties agree that the terms within the Agreement documents shall be construed or given binding effect in the following order:

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed _____. Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed.

Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within _____ days of the Notice to Proceed on this Agreement or by the _____ day of _____, 2021.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Consultant shall finance its own operations and shall operate as an Independent Contractor and not as an agent of the City and shall indemnify and hold the City free and harmless from all liabilities, costs, and charges by reason of any act, omission or representation of the Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional ~~named~~ insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

reasonable

to the extent caused by the Firm's negligent acts, errors or omissions.

Regardless of any approval by the City, it is the responsibility of the Engineer to always maintain the required insurance coverage in force; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Engineer 's failure to maintain the required insurance in effect, the City may order the Engineer to immediately terminate its work until the breach has been cured or terminate this Contract.

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Engineer shall be to the satisfaction of the City Director of Public Works (or such other

person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Director of Public Works (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Engineer makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

9. ASSIGNMENT: The Engineer shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Engineer shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts in connection with the performance of this Agreement.

10. CONFLICTS OF INTEREST: The Engineer warrants and represents that neither the Engineer nor its officers, directors, agents, employees, or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

The Engineer will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

12. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Engineer shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Engineer shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Agreement as well as the placement and/or use of any equipment at the location specified.

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 RFQ 21-13 P/R PW Facility for Engineering Services, AFFIDAVIT OF WORK AUTHORIZATION and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

15. NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the City and the Engineer as partners in a partnership or joint venture for any purpose whatsoever.

16. NON-LIABILITY OF CITY PERSONNEL: Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Engineer.

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

18. RECORDS: The Engineer shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Engineer agrees that the City Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Engineer involving the transactions related to this Agreement.

19. SURVIVAL OF WARRANTIES: All warranties and representations of the Consultant hereunder shall survive final payment and acceptance of the work.

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

22. **NONRESIDENT/FOREIGN CONTRACTORS.** The Consultant shall procure and maintain during the life of this contract:

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. **INTELLECTUAL PROPERTY RIGHTS:** Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. **CONTRACT LANGUAGE.** The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

25. **CHANGE ORDERS:** Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

26. **CITY OWNERSHIP AND PROPRIETARY INFORMATION** – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. **TERMINATION.** The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

28. **COMPLIANCE WITH LAW.** This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

29. **EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

30. WAIVER: The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Engineer to which the same may apply and, until complete performance by the Engineer of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

31. SEVERABILITY: All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

32. UNEMPLOYMENT INSURANCE AND TAXES: The Engineer shall pay, at the Engineer's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

33. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

34. CONDITION PRECEDENT: This Agreement shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Agreement.

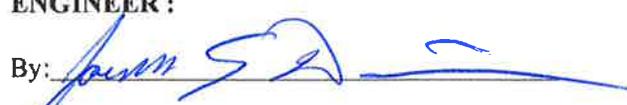
IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: _____

ENGINEER :

By:  _____

Title Sr. Vice President

EXHIBIT A
RFQ 22-04 BRIDGE ST - STREET SCAPE PHASE III

**RFQ #22-04 ENGINEERING SERVICES
TAP-3302(434)
BRIDGE ST. STREETScape PHASE III
FROM CHURCH ST. TO FIRST ST.**

THE CITY OF SMITHVILLE, REQUEST FOR QUALIFICATIONS FOR THE FOLLOWING PROFESSIONAL SERVICES:

Sealed Proposals for Qualifications for engineering services for the design of Bridge St. Streetscape Phase III from Church St. to First St. will be received by the City of Smithville, Missouri, at City Hall, 107 W. Main Street, Smithville, MO 64089, until 1:30 P.M. on Wednesday, Dec 15th, 2021. The Project consists of the following:

The City of Smithville is seeking an engineer to assist with the topographic survey, design, and preparation of construction documents, and technical specifications for roundabout improvements for the following tasks:

Streetscape improvements including pedestrian and bicycle improvements on Bridge St. from Church St. to First St. The project will include mill and overlay pavement, full sidewalk replacement, crosswalk, signs, pedestrian lighting, brick accents, storm water improvements, decorative rail on bridge, bike sharrows and Share the Road signage

A conceptual layout of the project is attached. The Scope of Services will more specifically include the following project improvements and tasks.

<i>Smithville, MO/Clay County</i>	
Federal Aid No.:	TAP-3302(434)
Location:	Bridge St. from Church St to First St
Proposed Improvement:	Provide design services for improvements for streetscape improvements including pedestrian and bicycle facilities
Length:	
Approximate Construction Cost:	\$610,000
DBE Goal Determination	
Consultant Services Required:	<i>See Attachments A, B, C, D & E</i>
Other Comments:	
Contact:	<i>Name: Charles Soules Address: 107 W. Main St, Smithville, MO 64089 Phone: (816)513-6984 E-mail: csoules@smithvillemo.org</i>
Deadline:	1:30 P.M. on Wednesday, Dec 15 th , 2021
Submit	Responses should not exceed 5 pages total. A page is defined as 8-1/2 by 11 inches and printed on one side. The submittal should be received at the address and by the time specified. Submit no more than five (5) copies.

SCOPE OF SERVICES

Task 1 Surveying/Data Gathering

- Gather and review all available and relevant information to assist in the design for this project, including but not limited to Area Plans, Streetscape Plans, traffic studies, as-built records of existing improvements, land tie information, utility records, platting records, and others.
- Conduct a topographical survey in accordance with City standards.
- Conduct drainage studies and geotechnical investigations as needed.
- Coordinate at least one public meeting with stakeholder groups, including neighborhood and civic leadership groups, to obtain additional information.
- Attend a review meeting with City Project Manager and other City staff at the completion of the data gathering phase.

Task 2: Design Services

2.1 Preliminary Design

- Complete preliminary design of proposed improvements with integrated signage, landscape plantings, proposed site furnishings, and preliminary trail grading and/or profile plans.
- Prepare preliminary design plans, details, and general notes for the above referenced items.
- Prepare a preliminary opinion of probable construction cost (by category) based on the preliminary design.
- Coordinate a public meeting with stakeholder groups, including neighborhood and civic leadership groups, to present preliminary design.
- Attend a review meeting with City Project Manager and other City staff.
- Provide assistance in completing and submitting forms for categorical exclusion(s) and Section 106 review, including impact rating forms and a letter to the Division of Natural Resources and the Corps of Engineers as appropriate.
- Coordinate submittal of preliminary design and supporting documentation to the Missouri Department of Transportation.
- Utility Coordination

2.2 Right-of-Way

- Develop right-of-way plans, as needed.
- Development easement descriptions and maps

2.3 Final Design

- Complete final design of trail alignment with integrated signage, landscape plantings, proposed site furnishings, and trail grading and profile plans.
- Provide traffic control plan and phasing plan.
- Provide specifications and job special provisions
- Provide engineer's estimate
- Attend a review meeting with City Project Manager and other City staff.
- Coordinate PS&E submittal and supporting documentation to the Missouri Department of Transportation.

Task 3: Bidding Services

- Assist the City during the bidding phase by responding to questions about plans and preparing addenda as needed.
- Attend pre-bid conference, if needed.

Task 4: Supplementary Construction Observation Services

- Attend a pre-construction meeting
- Respond to contractor RFI's
- Assist City in issuing Change Orders, if necessary
- Assist city in review of shop drawings and material submittals
- Monitor construction progress, as needed
- Provide as-built drawings

INSTRUCTIONS TO BIDDERS

1. RFQs must be addressed to the Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089, and be received before 1:30 P.M. on the date of closing.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 1:30 P.M. on Wednesday, Dec 15th, 2021, at City Hall.
3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Charles Soules, PE, Dir. of PW, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3898.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.


Finance Director

Issued on November 18, 2021

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written qualification statements, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
4. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
5. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
6. This RFQ involves the design of a Public Works project and Consultant; Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
7. Any questions regarding this request may be addressed to Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
8. The Consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

**RFQ #22-04 ENGINEERING SERVICES
TAP-3302(434)
BRIDGE ST. STREETScape PHASE III
FROM CHURCH ST. TO FIRST ST.**

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Statement of Qualifications to provide engineering services as follows:

Task 1 Surveying/Data Gathering

- Gather and review all available and relevant information to assist in the design for this project, including but not limited to Area Plans, Streetscape Plans, traffic studies, as-built records of existing improvements, land tie information, utility records, platting records, and others.
- Conduct a topographical survey in accordance with City standards.
- Conduct drainage studies and geotechnical investigations as needed.
- Coordinate at least one public meeting with stakeholder groups, including neighborhood and civic leadership groups, to obtain additional information.
- Attend a review meeting with City Project Manager and other City staff at the completion of the data gathering phase.

Task 2: Design Services

2.4 Preliminary Design

- Complete preliminary design of proposed improvements with integrated signage, landscape plantings, proposed site furnishings, and preliminary trail grading and/or profile plans.
- Prepare preliminary design plans, details, and general notes for the above referenced items.
- Prepare a preliminary opinion of probable construction cost (by category) based on the preliminary design.
- Coordinate a public meeting with stakeholder groups, including neighborhood and civic leadership groups, to present preliminary design.
- Attend a review meeting with City Project Manager and other City staff.
- Provide assistance in completing and submitting forms for categorical exclusion(s) and Section 106 review, including impact rating forms and a letter to the Division of Natural Resources and the Corps of Engineers as appropriate.
- Coordinate submittal of preliminary design and supporting documentation to the Missouri Department of Transportation.
- Utility Coordination

2.5 Right-of-Way

- Development easement descriptions and maps
- Develop right-of-way plans, as needed.

2.6 Final Design

- Complete final design of trail alignment with integrated signage, landscape plantings, proposed site furnishings, and trail grading and profile plans.
- Provide traffic control plan and phasing plan.
- Provide specifications and job special provisions
- Provide engineer's estimate
- Attend a review meeting with City Project Manager and other City staff.
- Coordinate PS&E submittal and supporting documentation to the Missouri Department of Transportation.

Task 3: Bidding Services

- Assist the City during the bidding phase by responding to questions about plans and preparing addenda as needed.
- Attend pre-bid conference, if needed.

Task 4: Supplementary Construction Observation Services

- Attend a pre-construction meeting
- Respond to contractor RFI's
- Assist City in issuing Change Orders, if necessary
- Assist city in review of shop drawings and material submittals
- Monitor construction progress, as needed
- Provide as-built drawings

2. The term "RFQ" means this Request for Qualifications; the term "Consultant", "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a SOQ in response to the RFQ.
3. By submitting a SOQ, the Vendor agrees, to negotiate in good faith for such reasonable fees as is required to complete the project and if its proposal is accepted, to perform the Service described in this RFQ in accordance with the terms and conditions contained herein.
4. Note: The Vendor is presumed to accept the RFQ requirements. The Vendor must raise any questions regarding the RFQ requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their SOQ, any exceptions to the RFQ requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFQ can be obtained by contacting Charles Soules, P.E., Dir. of PW., 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3898.

ARTICLE II PROPOSAL INSTRUCTIONS

RFQ PROPOSALS - CONTENTS AND SUBMISSION

Proposals in response to this RFQ should include the following information:

1. Name, address, and telephone number of Proposer(s).
2. Three (3) copies of the SOQ must be addressed to Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 1:30 P.M. on Wednesday, Dec 15th, 2021.
3. Proposed date for commencement of project.

SUBMITTAL:

The submittal should be organized in a manner that will convey all pertinent information. All submittals shall be organized in the following order, with listed requirements for each tab:

Tab A: Statement of Qualifications (SOQ) and relevant experience of your Project Manager and Key Task leaders assigned to the project. The statement of qualifications shall be limited to five (5) pages, single sided, using a 12-pitch font size.

Tab B: Client or project references for at least three roundabouts and scope projects that demonstrate the applicants' ability to perform this work.

The City is not responsible for any costs incurred in preparing or submitting a response to this RFQ.

Submittals that do not meet the requirements outlined in the RFQ may be deemed non-responsive by the City; and, the City reserves the right to waive any and all requirements in this RFQ.

Any questions regarding this RFQ should be directed to Charles Soules, P.E., Dir. of PW either by phone at (816) 532-3898 or email at: csoules@smithvillemo.org. The last day for questions from prospective responders will be 5:00 PM Tuesday December 7th, 2021.

EVALUATION:

The City will evaluate the responses to this RFQ relative to the Selection Criteria outlined below. The successful consultant will be the responsible offeror whose SOQ is determined to be the most advantageous considering the evaluation factors included in this RFQ. The successful consultant may be selected by the City at its sole discretion based exclusively on review of the submitted SOQ. At the City's sole discretion, a shortlist of two or more consultants may be requested to develop detailed proposals and/or interview prior to selection, augmenting the information provided in the SOQ.

After determining the most qualified respondent, the City will attempt to negotiate a contract. If the City is unable to negotiate a contract with the selected firm(s), the City will, in writing, end negotiations with that firm and proceed to the next firm in the order of the selection ranking until a contract is reached or all firms are rejected.

All SOQs will be evaluated in terms of the following scoring criteria. The relative weight of each selection criterion is provided in parentheses.

Project Manager Experience in terms of delivering projects of this nature and magnitude. (40%)

Key Staff Experience (35%)

Client and/or project references for at least the three most recent projects of similar character that demonstrate the PM and Key Staff experience to perform this project work. (10%)

Missouri Businesses and/or Disabled-Veterans in accordance with 34.073 and 34.074 R.S.Mo. (5%)

Schedule (5%)

Other (5%)

ADDENDA

All changes, additions, and/or clarifications in connection with this RFQ will be issued by the City Public Works Director in the form of a written addendum.

AWARD OF THE CONTRACT

After the RFQs have been opened and duly considered, the successful firm will be asked to develop a scope of services and costs and this will be presented to the Board of Alderman for approval. The City of Smithville's standard engineering contract will be provided.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFQ agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFQ that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFQ.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFQ thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Qualifications or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFQ obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE III GENERAL TERMS AND CONDITIONS

INSURANCE

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of bodily injury or death to the contractor's employees including claims brought under:

1. Worker's Compensation Laws
2. Disability Benefit Laws
3. Occupational Sickness or Disease Laws
4. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional Named Insured":

1. City of Smithville
107 W. Main Street
Smithville, MO 64089

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractors in Contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

1. Worker's Compensation – Statutory
2. Employer's Liability - \$1,000,000.00 each employee
3. General Liability - \$2,000,000.00 each occurrence
4. Property Damage - \$2,000,000.00 each occurrence

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the Bidder and 2) a valid copy of the signature page completed and signed by the Bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
4. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri

The City shall not be obligated for any amounts in excess of the contract and/or RFQ response unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF _____)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) 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 _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently President of _____ (hereinafter “Contractor”), whose business address is _____, 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 following services contracted between Contractor and the City of Smithville, Missouri.
 1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

2. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

[Signature]

[Printed name]

Affiant Subscribed and sworn to before me this _____ day of _____, 2021.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

EXHIBIT 2

A conceptual layout of the project is provided on the following pages for evaluation purposes. The final design location, layout, and other necessary work shall be included in the final design

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFQ # 22-04 ENGINEERING SERVICES FOR BRIDGE ST. STREETScape DESIGN

I, _____, hereby representing
(Agent Submitting RFQ)

_____, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone

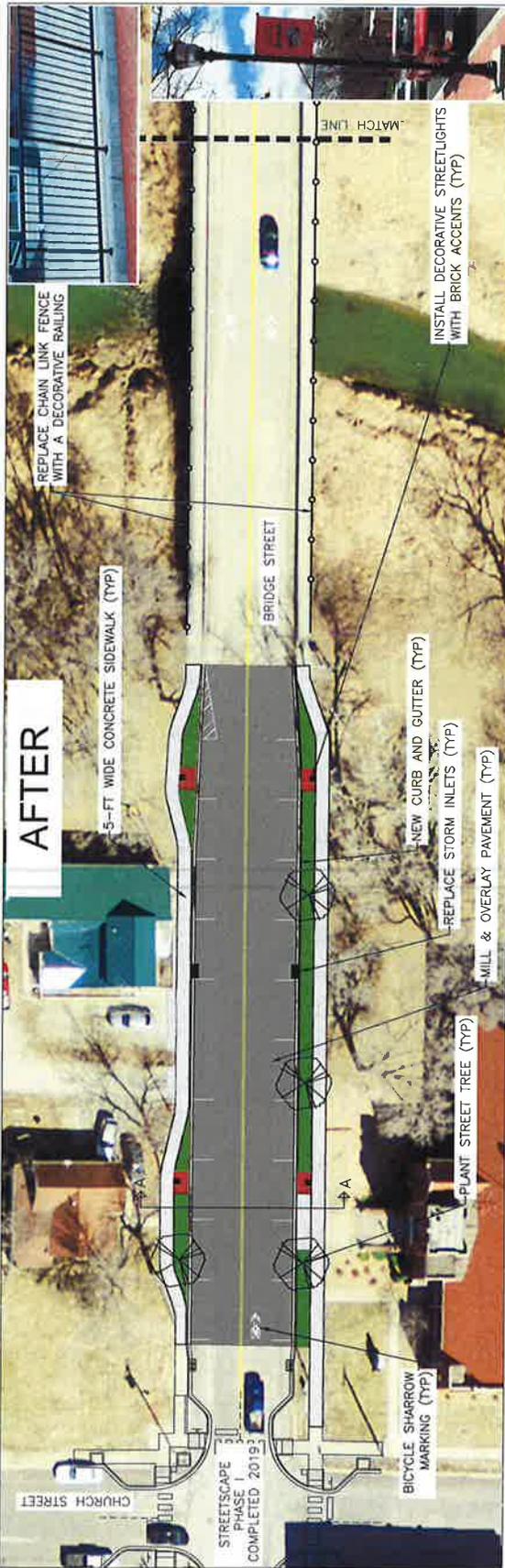
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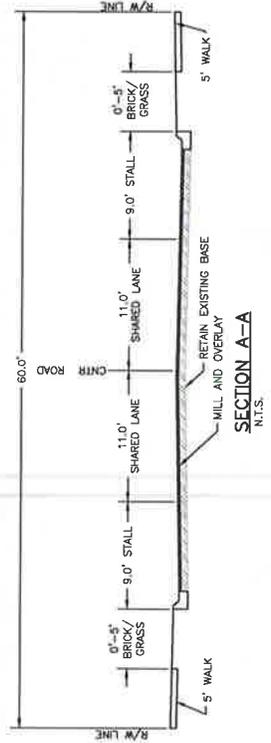
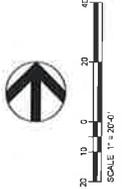
E-Mail Address



BEFORE

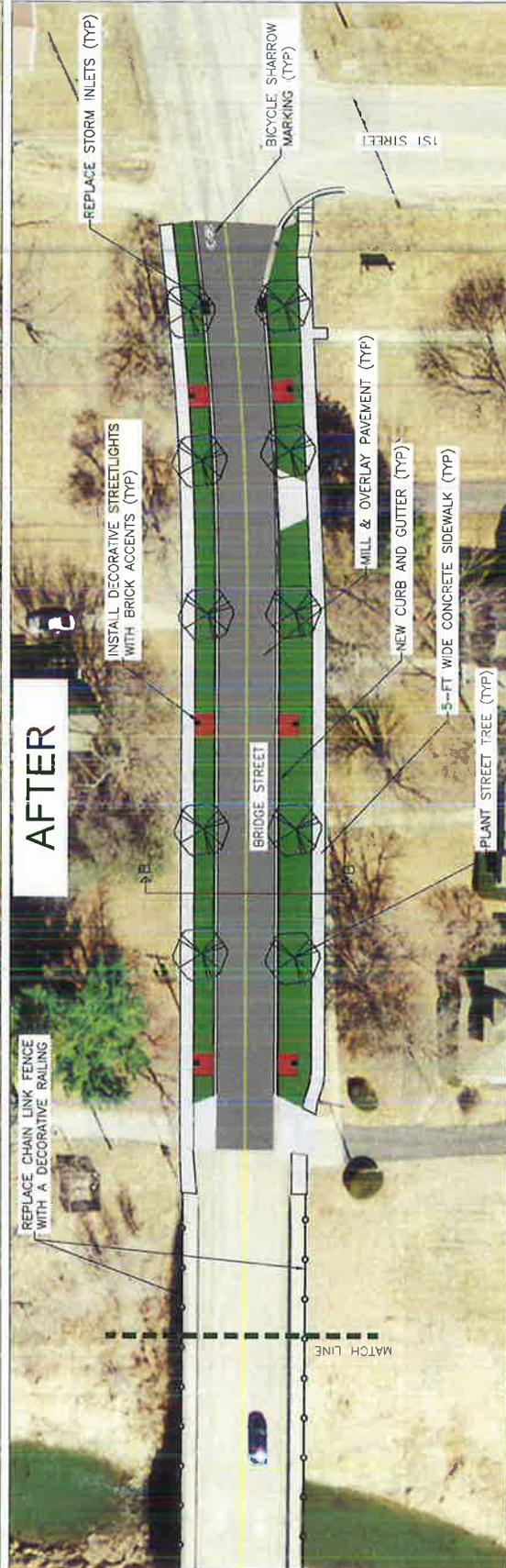


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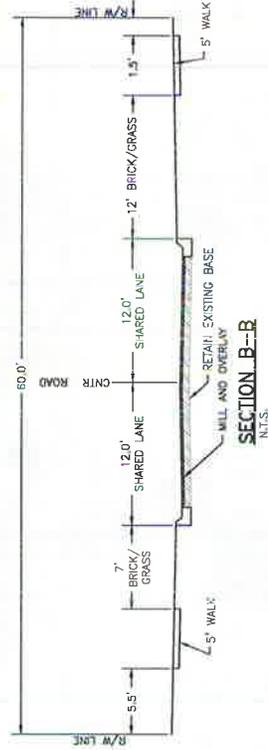




BEFORE



AFTER



PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the "Agreement" or "Contract") by and between City of Smithville, MO ("City") located at 107 W. Main Street, Smithville, MO 64089 and _____ ("Consultant" or "Engineer") a Corporation registered to do business in the State of Missouri located at _____

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to a Bridge St -Streetscape Phase III and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ 22-04, Bridge St – Streetscape Phase III on December 19th, 2021 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 15th day of December 2021, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. CONTRACT DOCUMENTS: The Agreement between the parties shall consist of this Agreement, Exhibit A, B and C. The Parties further agree that this Agreement is a memorialization and a supplement to Exhibits A, B and C attached hereto. In the event of a conflict in the interpretation of the contract/Agreement documents, the parties agree that the terms within the Agreement documents shall be construed or given binding effect in the following order:

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed _____. Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed.

Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within _____ days of the Notice to Proceed on this Agreement or by the _____ day of _____, 2021.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Consultant shall finance its own operations and shall operate as an Independent Contractor and not as an agent of the City and shall indemnify and hold the City free and harmless from all liabilities, costs, and charges by reason of any act, omission or representation of the Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Engineer to always maintain the required insurance coverage in force; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Engineer 's failure to maintain the required insurance in effect, the City may order the Engineer to immediately terminate its work until the breach has been cured or terminate this Contract.

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Engineer shall be to the satisfaction of the City Director of Public Works (or such other

person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Director of Public Works (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Engineer makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

9. ASSIGNMENT: The Engineer shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Engineer shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts in connection with the performance of this Agreement.

10. CONFLICTS OF INTEREST: The Engineer warrants and represents that neither the Engineer nor its officers, directors, agents, employees, or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

The Engineer will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

12. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Engineer shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Engineer shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Agreement as well as the placement and/or use of any equipment at the location specified.

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 RFQ 21-13 P/R PW Facility for Engineering Services, AFFIDAVIT OF WORK AUTHORIZATION and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

15. NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the City and the Engineer as partners in a partnership or joint venture for any purpose whatsoever.

16. NON-LIABILITY OF CITY PERSONNEL: Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Engineer.

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

18. RECORDS: The Engineer shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Engineer agrees that the City Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Engineer involving the transactions related to this Agreement.

19. SURVIVAL OF WARRANTIES: All warranties and representations of the Consultant hereunder shall survive final payment and acceptance of the work.

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

22. **NONRESIDENT/FOREIGN CONTRACTORS.** The Consultant shall procure and maintain during the life of this contract:

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. **INTELLECTUAL PROPERTY RIGHTS:** Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. **CONTRACT LANGUAGE.** The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

25. **CHANGE ORDERS:** Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

26. **CITY OWNERSHIP AND PROPRIETARY INFORMATION** – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. **TERMINATION.** The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

28. **COMPLIANCE WITH LAW.** This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

29. **EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

30. WAIVER: The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Engineer to which the same may apply and, until complete performance by the Engineer of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

31. SEVERABILITY: All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

32. UNEMPLOYMENT INSURANCE AND TAXES: The Engineer shall pay, at the Engineer's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

33. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

34. CONDITION PRECEDENT: This Agreement shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: _____

ENGINEER :

By: _____

Title _____

EXHIBIT B
RFQ 22-04 BRIDGE ST - STREET SCAPE PHASE III

City Of Smithville, Missouri
Bridge Street Streetscape Phase III - Tap-3302(434)
Scope of Services
2/7/2022

The City has identified the need for topographic survey, design, preparation of construction documents, bidding assistance, construction administration for the Bridge Street Streetscape Phase III along Bridge Street from Church Street to First Street. The streetscape project includes a topographic survey of the project area. The Project includes mill and overlay of the street, new curb and gutter, sidewalks, storm sewer, bridge railing enhancement, street lighting, and landscaping. The Scope of Services will more specifically include the following project tasks.

SCOPE OF SERVICES

PART 1 – DESIGN

Task 1 – Survey (Base Services)

- 1.1 Project research - Research and compile relevant previous topographic surveys and background data and incorporated into this project.
- 1.2 Safety Plan – Project safety plan coordination and review
- 1.3 Control and benchmark survey - Establish and/or identify survey control points and project benchmarks
- 1.4 Topographic and utility survey - Obtain topographic survey within the project boundary including apparent visible features.
- 1.5 Property boundary survey - Develop property boundary survey from right of way to right of way and/or building faces. Research existing property lines based on County deeds and tax mapping.
- 1.6 Survey utility coordination/meetings - Coordination with utilities for locates and survey of utilities.
- 1.7 Easement descriptions and exhibits - Obtain Guaranteed Title Reports (GTR), create easement descriptions and exhibits for up to 10 properties.

Task 2 – Environmental Permitting (Base Services)

- 2.1 Agency coordination - With NEPA compliance requirements, agency coordination will be required. HDR will complete U.S. Fish and Wildlife Service (USFWS) IPaC and Missouri Department of Conservation (MDC) reviews for information relative to threatened and endangered species. HDR will also send a coordination letter to the Missouri State Historic Preservation Office (SHPO) regarding potential cultural, historical, and archeological issues. At this time, cultural resources surveys are not anticipated or included in this scope of services due to previously disturbed nature of project corridor.
- 2.2 Bat Survey - The USFWS and/or MDC may request that habitat surveys be completed for listed bat species. HDR will conduct a habitat survey and provide a survey report to the City. Aside from bat habitat surveys, no other species surveys are provided, nor are formal Section 7 consultation services with USFWS provided.
- 2.3 RER Documentation - HDR understands that the proposed project will be part of MoDOT's Local Public Agency (LPA) program. As such, NEPA (National Environmental Policy Act) compliance will be required for this project. HDR will submit a completed Request for Environmental Review (RER) form to MoDOT, and MoDOT will subsequently determine the NEPA Classification. For the purposes of this scope of services, a Programmatic Categorical Exclusion (PCE) is assumed.

- 2.4 Wetland/Stream Delineation/Report – HDR will conduct wetland/stream delineations by an experienced environmental scientist, who will delineate the project footprint/anticipated construction limits in accordance with the USACE 1987 wetland delineation manual and Midwest regional supplemental delineation manual. Photo documentation will be provided to include a photo log and corresponding description of each photo. HDR will prepare a written determination/delineation report as necessary consisting of an introduction/project overview, methods, results and discussion, and impacts. Wetland and waters of the U.S. data sheets will be completed, as well as project location map, NWI and soils mapping information, photo log, wetland/pond/stream channel delineation boundary map, and project engineering plans. It is not anticipated that a 404 Permit will be required and is not included in this scope.
- 2.5 Land Disturbance Permit – HDR will submit a land disturbance permit application to MDNR and prepare a project specific Storm Water Pollution Prevention Plan (SWPPP).
- 2.6 Floodplain development permit – HDR will submit a floodplain development permit application to the City’s Floodplain Manager.

Task 3 – Preliminary Design (Base Services)

- 3.1 Overall Project Management – Perform project management, scheduling, and cost control for the project.
- 3.2 Kickoff Meeting – HDR will attend a kickoff meeting with City staff and MoDOT to finalize the work effort and schedule for the project. In addition, roles and responsibilities for HDR, MoDOT, and the City will be established, and a key point of contact will be named. HDR will also present information and data it requires for the project.
- 3.3 Utility Coordination – HDR will initiate conversations with utilities about the project with the conceptual design plans created. HDR will determine if improvements are intended in the project vicinity. HDR will inquire about Evergy removing existing street lighting and potential for relocating their overhead power lines to below grade within the project limits.
- 3.4 Preliminary Design Plans - HDR will develop preliminary design plans for the corridor under the direction of City staff. The Preliminary Design Plans will be based on the topographic survey developed in Task 1. These plans will include preliminary layout and survey control, street geometrics, amenities (e.g. brick accent, benches, landscaping), typical pavement sections, standard details, phasing & traffic control, demolition, striping & signage, stormwater, lighting, bridge fence enhancement, and easement exhibit plans.
- 3.5 Bridge lighting investigation – HDR will perform a lighting analysis in the area of the bridge to determine if additional lights near the center of the existing bridge are needed. If lighting is required, or desired by the City, on the bridge, HDR will develop preliminary details to attach the light posts to the concrete barrier or edge of sidewalk. Power supply and conduit location for proposed lights will be studied.
- 3.6 Project Manual and Technical Specifications – HDR will prepare a preliminary project manual and required technical specifications in conformance with MoDOT standards.
- 3.7 Cost estimate – HDR will prepare a preliminary itemized opinion of probable construction costs.
- 3.8 Internal QC Review – HDR will perform an internal quality control review on the preliminary plans, project manual, and cost estimate.
- 3.9 Plan In-Hand Walkthrough – HDR will provide preliminary plans and conduct a walkthrough of the project with the City.
- 3.10 Presentation at Board Meeting – HDR will give a presentation to the public at a Board of Alderman meeting to provide key streetscape elements including, preliminary designs, bicycle and landscape opportunities, pavement types, parking scenarios, furnishings, and lighting. City to review the preliminary documents and provide input on preferences to advance to final design.

- 3.11 Submit to MoDOT – HDR will submit preliminary plans, specifications, and cost estimate to MoDOT for their review.
- 3.12 MoDOT Review Meeting – HDR will attend virtual meeting with MoDOT and the City to review the preliminary documents.
- 3.13 Geotechnical Investigation – HDR will retain a subconsultant to perform 4 pavement cores to determine existing pavement thickness and subbase conditions.

Task 3 Deliverables: Preliminary Plans, Preliminary Project Manual, Preliminary Cost Estimate, Board of Alderman Presentation

Task 4 – Final Design (Base Services)

- 4.1 Overall Project Management – Perform project management, scheduling, and cost control for the project.
- 4.2 Utility Coordination – HDR will finalize conversations with utilities about improvements intended in the project vicinity.
- 4.3 Final Design Plans - HDR will incorporate comments from the City and MoDOT and finalize design plans. These plans will include overall layout and survey control, pavement, amenities, typical sections, standard details, phasing & traffic control, demolition, striping & signage, stormwater, lighting, bridge fence enhancement, easement exhibits, staking, cross section, and erosion control plans.
- 4.4 Project Manual and Technical Specifications – HDR will finalize the project manual and project specific technical specifications. MoDOT specifications will be references where relevant.
- 4.5 Cost estimate – HDR will prepare a final itemized opinion of probable construction costs.
- 4.6 Internal QC Review – HDR will perform an internal quality control review on the final plans, project manual, and cost estimate.
- 4.7 Client Review Meeting – HDR will attend meeting with the City to review the final documents.
- 4.8 Submit to MoDOT – HDR will submit final plans, specifications, and cost estimate to MoDOT for their review.
- 4.9 MoDOT Review Meeting – HDR will attend meeting with MoDOT and the City to review the final documents.
- 4.10 Finalize PS&E – HDR will incorporate comments from the City and MoDOT and finalize the Plans, Specs and Cost Estimate (PS&E).

Task 4 Deliverables: Final Plans, Final Project Manual, Final Cost Estimate, PS&E Submittal to MoDOT

Task 5 – Additional Bridge Enhancement Design (Optional Services)

- 5.1 Concrete Column Investigation – HDR will investigate aesthetic enhancements for the sidewalks on the bridge which may include a decorative vertical concrete column at each corner of the bridge. The columns will likely be attached to existing bridge abutments and a cursory investigation of additional loading to substructure and bridge will be investigated.
- 5.2 Bridge Lighting Plans – HDR shall finalize design plans for bridge lighting including: bridge lighting attachment detail and conduit routing plans.
- 5.3 Concrete Column Plans – HDR shall finalize design plans for aesthetic concrete columns including: aesthetic concrete column details and abutment modification for columns plans.

PART 2 – BIDDING & CONSTRUCTION

Task 6 - Bidding (Base Services)

- 6.1 Prepare bid package – HDR will assist Owner in advertising by submitting electronic copies of the bidding documents to MoDOT and/or Drexel Plan Room.
- 6.2 Pre-bid conference – HDR will create a meeting agenda and attend the pre-bid conference.
- 6.3 Bidder’s questions and addenda – HDR will address bidder questions and issue up to two (2) Addenda to clarify, correct, or modify the Bidding Documents.
- 6.4 Bid Opening – HDR will attend the bid opening, prepare Bid tabulations, and assist Owner in evaluating Bids or proposals and provide a bid award recommendation to the City and MoDOT.
- 6.5 Bid award – After Acceptance from the City and MoDOT HDR will notify the contractor of the bid award and notice to proceed and create conformed to bid drawings and specs.

Task 7 - Construction (Base Services)

- 7.1 Pre-construction conference – HDR shall prepare an agenda and participate in a pre-construction conference prior to commencement of Work at the Site.
- 7.2 Submittal Reviews – HDR shall review up to twenty (20) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- 7.3 Address RFI’s - HDR shall issue up to five (5) necessary clarifications and interpretations of the Contract Documents to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 7.4 Issue Change Orders - HDR shall recommend Change Orders and Work Change Directives to Owner, and prepare up to three (3) Change Orders and Work Change Directives as required.
- 7.5 Review payment applications - Based on HDR’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, HDR will recommend the amount the Contractor be paid on up to five (5) applications. Such recommendations of payment will be in writing and will constitute HDR’s representation to Owner, based on such observations and review, that, to the best of HDR’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion and to the results of subsequent tests called for in the Contract Documents), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is HDR’s responsibility to observe Contractor’s Work. In the case of unit price work, HDR’s recommendations of payment will include final determinations of quantities and classifications of Contractor’s Work (subject to subsequent adjustments allowed by the Contract Documents).
- 7.6 Monthly progress meetings - HDR shall attend up to five (5) construction progress meetings with Owner and Contractor.
- 7.7 Resident Project Representative - In connection with observations of Contractor’s Work while it is in progress and coordination with City Staff, HDR may make up to fifteen (15) visits to the Site to observe as an experienced and qualified design professional the progress and quality of Contractor’s executed Work. Such visits and observations by HDR are not intended

to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to HDR in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on HDR's exercise of professional judgment as assisted by the Resident Project Representative, if any. HDR will check with City Staff documentation and review based on MoDOT requirements. Based on information obtained during such visits and observations, HDR will determine in general if the Work is proceeding in accordance with the Contract Documents, and HDR shall keep Owner informed of the progress of the Work.

- 7.8 Final inspection - HDR shall conduct a final inspection to determine if the completed Work of Contractor is acceptable so that HDR may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, HDR shall also provide a notice that the Work is acceptable to the best of HDR's knowledge, information, and belief and based on the extent of the services provided by HDR under this Agreement.
- 7.9 Record drawing completion - HDR shall prepare a set of construction record drawings based upon records kept by Contractor and City's Resident Project Representative during Construction. These drawings will be provided to the Owner in paper and electronic format.
- 7.10 MoDOT Project Closeout - HDR shall assist the City with MoDOT closeout within 60 days of final acceptance as required. Documentation includes: final invoice, project certification, settlement of claims, final change order, final lien waiver, and affidavit compliance with prevailing wage.
- 7.11 Overall Project Management – Perform project management, scheduling, and cost control for the project.

KEY PROJECT UNDERSTANDINGS

Project Assumptions

- The City will set up a project Steering Committee to help inform the Project Team about the desires and interests of the community and to represent the viewpoints of the general public.
- Project does not include utility relocations or reconstruction except as specifically detailed in this scope of service.
- City will provide coordination assistance with property owners/business managers for discussions involving access to their specific properties/businesses.
- Project will only be bid one time.
- City staff will provide full time construction observation. HDR can provide this service if the City so chooses as an additional service.
- HDR will provide easement conveyance documents to the City. The City will obtain the easements and appraisals as needed.
- City will provide as-built drawings of the existing bridge.
- Contractor or City will provide necessary Construction Materials Testing.
- Submittals to MoDOT are assumed to be electronic.

Additional Services

Any additional services performed beyond the scope of work will be negotiated on a time and materials basis. These may include, but are not limited to:

- Additional construction resident project representative
- Relocation of utility systems not specifically detailed in the scope of services
- Attendance at meetings or presentations not specified in the scope, including but not limited to additional Board of Aldermen Meetings or Public Meetings/Open Houses.

SCHEDULE

02/16/22	Notice to Proceed
03/01/22	Kickoff Meeting
08/01/22	Preliminary Plans to the City
08/10/22	Plan In-Hand Walkthrough
09/06/22	Board of Alderman Presentation
09/23/22	Preliminary Plans to MoDOT
02/01/23	PS&E Submittal to MoDOT
04/01/23	MoDOT PS&E Approval
05/01/23	Advertisement for Letting
06/01/23	Bid Opening
07/01/23	Construction Contract Award
12/01/23	Construction Completion (150 days for construction assumed)
02/01/24	MoDOT Project Closeout

FEE

The CITY shall compensate ENGINEER for the Downtown Streetscape an amount not to exceed:

Part 1 – Design

Task 1 – Topographic Survey (Base Services)	\$19,580
Task 2 – Environmental (Base Services)	\$17,950
Task 3 – Preliminary Design (Base Services)	\$61,710
Task 4 – Final Design (Base Services)	<u>\$58,980</u>
Subtotal Part 1 Base Services	\$158,220
Task 5 – Additional Bridge Enhancement (Optional)	<u>\$23,160</u>
Subtotal Part 1 Base & Optional Services	\$181,380

Part 2 – Bidding and Construction

Task 6 – Bidding (Base Services)	\$12,070
Task 7 – Construction (Base Services)	\$53,150
Subtotal Part 2 Base Services	\$65,220

Grand Total (Part 1 & 2)

Grand Total (Base Services)	\$223,440
Grand Total Base & Optional Services	\$246,600

**Smithville Streetscape Phase 3 - Design
Scope and Fee 02/07/2022**

Staff Name	Bresette	Wiebelhaus	Call	Sherman	Beamer	Henningson	Boyd	Reuss	Mynatt	Fuller	Berne	Spittgerber	Gribble	Kathrineberg	Schwaller	Bell	Waters	Yakle	Shields	Ly	Lytle			
Rate Schedule Code	Senior Project Manager II	Engineer IV	Engineer I	Cadd/GIS Technician IV	Engineer III	Engineer III	Engineer III	Cadd/GIS Technician II	Project Assistant I	Project Accountant II	Admin Assistant	Senior Technical Specialist	Engineer IV	Cadd/GIS Technician V	Technical Specialist	Engineer III	Engineer I	Senior Land Surveyor	Survey Technician II	Survey Technician III	Survey Technician II			
Billing Rate	\$250.00	\$170.00	\$110.00	\$145.00	\$150.00	\$150.00	\$150.00	\$110.00	\$95.00	\$115.00	\$80.00	\$280.00	\$170.00	\$165.00	\$250.00	\$150.00	\$110.00	\$170.00	\$85.00	\$125.00	\$85.00	HDR Expenses	Subconsultants	Total
TASKS																								
A. Task 1 - Topographic Survey																								
1 Project research																		4						\$680
2 Safety plan																		1	1	1	1			\$465
3 Control and benchmark survey																				5	5			\$1,275
4 Topographic and utility survey																		2	10	12	12			\$4,110
5 Property boundary survey																		4	10	10	10			\$3,630
6 Survey utility coordination/meetings																		4						\$680
7 Easement descriptions and exhibits																		20	4					\$8,740
Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	35	25	28	28			
Subtotal Dollars	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,950	\$2,125	\$3,500	\$2,380	\$5,625	\$0	\$19,580
Total Task 1																								\$19,580
B. Task 2 - Environmental Permitting																								
1 Agency Coordination																2	4							\$740
2 Bat Survey																4	12							\$2,620
3 RER Documentation		2													2	4	8							\$2,320
4 Wetland/Stream Delineation/Report															2	20	40							\$7,900
5 Land disturbance permit	1	4	8																					\$2,560
6 Floodplain development permit	1	4	8												6	30	64	0	0	0	0			\$1,810
Subtotal Hours	2	10	16	0	0	0	0	0	0	0	0	0	0	0	6	30	64	0	0	0	0			
Subtotal Dollars	\$500	\$1,700	\$1,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$4,500	\$7,040	\$0	\$0	\$0	\$0	\$950	\$0	\$17,950
Total Task 2																								\$17,950
C. Task 3 - Preliminary Design																								
1 Overall Project Management		4							4	4														\$1,520
2 Kickoff Meeting	4	4																						\$1,730
3 Utility Coordination		8	4																					\$1,800
4 Preliminary Design Plans	4	50	16	80	8	14	15	24				4	8	6										\$34,520
5 Bridge Lighting investigation		2					4					2	4											\$2,180
6 Project Manual and Tech. Specs.	2	10			2	4	8				12													\$5,310
7 Cost estimate	2	4	4				4					1	2											\$2,840
8 Internal QC Review	6											6												\$3,180
9 Plan In-Hand Walkthrough	4	4																						\$1,780
10 Presentation at Board Meeting	4	4																						\$1,880
11 Submit to MoDOT			2		2																			\$520
12 MoDOT Review Meeting		2			2																			\$690
13 Geotechnical Investigation		2							2	2														\$3,760
Subtotal Hours	26	94	26	80	14	18	31	24	6	6	12	13	14	6	0	0	0	0	0	0	0			
Subtotal Dollars	\$6,500	\$15,980	\$2,860	\$11,600	\$2,100	\$2,700	\$4,650	\$2,640	\$570	\$690	\$960	\$3,640	\$2,380	\$990	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$3,000	\$61,710
Total Task 3																								\$61,710
D. Task 4 - Final Design																								
1 Overall Project Management		4							4	4														\$1,520
2 Utility Coordination		8	4																					\$1,800
3 Final Design Plans	2	49	26	54	3	4	10	24				6	16	32										\$34,390
4 Project Manual and Tech. Specs.	2	20					20				20													\$8,550
5 Cost Estimate	2	4	4				4					2	2											\$3,120
6 Internal QC Review	6											6												\$3,180
7 Client Review Meeting		4																						\$730
8 Submit to MoDOT			2		2																			\$520
9 MoDOT Review Meeting		2			2																			\$690
10 Finalize PS&E		8	8		8	2	2	4																\$4,480
Subtotal Hours	12	99	44	54	15	6	36	28	4	4	20	14	18	32	0	0	0	0	0	0	0			
Subtotal Dollars	\$3,000	\$16,830	\$4,840	\$7,830	\$2,250	\$900	\$5,400	\$3,080	\$380	\$460	\$1,600	\$3,920	\$3,060	\$5,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$58,980
Total Task 4																								\$58,980
Estimated Project Fee (Base Services)																						\$158,220		
E. Design (Optional)																								
1 Concrete Column Investigation		2										3	4	4										\$2,520
2 Bridge Lighting Plans		2					4	4				10	6	20										\$8,500
3 Concrete Column Plans		2										10	18	36										\$12,140
4 Bid opening																								\$0
5 Bid award																								\$0
Subtotal Hours	0	6	0	0	0	0	4	4	0	0	0	23	28	60	0	0	0	0	0	0	0			
Subtotal Dollars	\$0	\$1,020	\$0	\$0	\$0	\$0	\$600	\$440	\$0	\$0	\$0	\$6,440	\$4,760	\$9,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,160
Total Task 5																								\$23,160
Total Hours	40	209	86	134	29	24	71	56	10	10	32	50	60	98	6	30	64	35	25	28	28		1,125	
Total Billing Amount	\$10,000	\$35,530	\$9,460	\$19,430	\$4,350	\$3,600	\$10,650	\$6,160	\$950	\$1,150	\$2,560	\$14,000	\$10,200	\$16,170	\$1,500	\$4,500	\$7,040	\$5,950	\$2,125	\$3,500	\$2,380	\$7,175	\$3,000	\$181,380
Estimated Project Fee																						\$181,380		

Smithville Streetscape Phase 3 - Bidding & Construction
Scope and Fee 02/07/2022

Staff Name	Bresette	Wiebelhaus	Call	Sherman	Beamer	Henningson	Boyd	Reuss	Mynatt	Fuller	Berne	Spittgerber	Gribble			
Rate Schedule Code	Senior Project Manager II	Engineer IV	Engineer I	Cadd/GIS Technician IV	Engineer III	Engineer III	Engineer III	Cadd/GIS Technician II	Project Assistant I	Project Accountant II	Admin Assistant	Senior Technical Specialist	Engineer IV			
Project Role																
Billing Rate	\$250.00	\$170.00	\$110.00	\$145.00	\$150.00	\$150.00	\$150.00	\$110.00	\$95.00	\$115.00	\$80.00	\$280.00	\$170.00	HDR Expenses	Subconsultants	Total
TASKS																
F. Task 6 - Bidding																
1 Prepare bid package		1		2										\$200		\$660
2 Pre-bid conference		4	2											\$100		\$1,000
3 Bidder's questions and addenda	2	12	4	4	2	2	4	2				2	4			\$6,220
4 Bid opening		8	4											\$50		\$1,850
5 Bid award		4	4	4							8					\$2,340
Subtotal Hours	2	29	14	10	2	2	4	2	0	0	8	2	4			
Subtotal Dollars	\$500	\$4,930	\$1,540	\$1,450	\$300	\$300	\$600	\$220	\$0	\$0	\$640	\$560	\$680	\$350	\$0	\$12,070
Total Task 6																\$12,070
G. Task 7 - Construction																
1 Pre-construction conference		4	4											\$50		\$1,170
2 Submittal Reviews	4	20	40			4	12					4	6			\$13,340
3 Address RFI's		5	5			2	4					4	6			\$4,440
4 Issue change orders		10	10			2	4					4	6			\$5,840
5 Review payment applications		10	10													\$2,800
6 Monthly progress meetings		15	15													\$4,200
7 Resident Project Representative			120													\$13,950
8 Final inspection		4	4				2							\$750		\$1,470
9 Record drawing completion		2		2			1	2				1		\$50		\$1,280
10 MoDOT Project Closeout			8		4						10					\$2,760
11 Overall project management		5							5	5						\$1,900
Subtotal Hours	4	83	208	2	4	8	23	2	5	5	10	13	18			
Subtotal Dollars	\$1,000	\$14,110	\$22,880	\$290	\$600	\$1,200	\$3,450	\$220	\$475	\$575	\$800	\$3,640	\$3,060	\$850	\$0	\$53,150
Total Task 7																\$53,150
Total Hours	6	112	222	12	6	10	27	4	5	5	18	15	22			486
Total Billing Amount	\$1,500	\$19,040	\$24,420	\$1,740	\$900	\$1,500	\$4,050	\$440	\$475	\$575	\$1,440	\$4,200	\$3,740	\$1,200	\$0	\$65,220

Estimated Project Fee \$65,220

EXHIBIT C
RFQ 22-04 BRIDGE ST - STREET SCAPE PHASE III

December 15
2021



Statement of Qualifications
Bridge St. Streetscape
Phase III From
Church St. to First St.

RFQ #22-04/Tap-3302 (434)

City of Smithville, Missouri





December 15, 2021

City of Smithville, Missouri
Charles Soules - Director of Public Works
107 W. Main Street
Smithville, MO 64089

RE: RFQ #22-04 Engineering Services TAP-3302 (434) Bridge St. Streetscape Phase III from Church St. to First St.

Dear Mr. Soules,

It has been our pleasure to partner with the City of Smithville on the transformation of its downtown through the development and implementation of the first two phases of your Streetscape project. The results have clearly had a positive impact on the community. HDR is excited for the opportunity to see this project through to the finish with the current Request for Qualifications. We are committed to leveraging our experience, knowledge, resources, and expertise to help support the City through the design and construction of this important project. Key benefits our team brings in this effort include the following:

Ideal mix of local knowledge and federal funding requirements. Our project leadership, **Aaron Bresette** and **Mitch Wiebelhaus**, have been involved in this project since its inception and understand the City's primary project drivers. Our team is made up of local professionals who have worked on a multitude of projects that adhered to MoDOT's Local Public Agency (LPA) manual requirements for federal funding. The funding is a benefit to the City, one which allows you to stretch your local dollars into a larger project. Federal funding involves requirements that must be adhered to for environmental permitting, pedestrian and bicycle design, and right-of-way acquisition. Our team has successfully guided many municipalities through the MoDOT LPA process and is excited to continue doing so for the City of Smithville.

Full understanding of the technical challenges of this project. While the conceptual drawings of the corridor maintain parallel parking on both sides of the street between Church Street and the bridge, there may be opportunities to narrow this section of roadway to provide improved pedestrian conductivity, bicycle facilities, more site amenities and reduce the necessity for easements. In addition, our structural engineer, **Darin Splittgerber**, has relevant experience retrofitting railing and lighting enhancements for existing bridges that will be a benefit to the City.

A people-focused, interactive approach to planning and design. HDR has learned from experience that community awareness and proactive outreach are intertwined and paramount to the delivery of downtown revitalization projects. Our strategic communication lead, **Chris Deffenbaugh**, will provide his public involvement expertise and he will support the City as it obtains focused feedback. We believe in a top-down approach to community engagement and have successfully utilized advisory groups on other, similar projects to gain advanced input and build consensus. Using key stakeholder feedback, we will develop and host public open house meetings at key project milestones. We will pair in-person activities with mailed and online resources, such as a project website, digital public relations and newsletters, and in the service of the community and our team, build consensus for the project.

We are excited for the opportunity to apply our experience and knowledge and look forward to supporting the City of Smithville's continued downtown revitalization. If you have any questions, please do not hesitate to contact us.

Sincerely,
HDR Engineering, Inc.



Mitch Wiebelhaus, PE
Project Manager
816.347.1161
Mitchell.Wiebelhaus@hdrinc.com



Aaron Bresette, PE
Principal-in-Charge & Quality Control
816.347.1120
Aaron.Bresette@hdrinc.com



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	Exhibit 2	
	RFQ and Contract Requirements	



Tab A

Statement of Qualifications

PROPOSER DETAILS

HDR Engineering, Inc.
10450 Holmes Rd, Ste 600
Kansas City, MO 64131-3471
T: 816.360.2700

POINT OF CONTACT

Mitch Wiebelhaus, PE
10450 Holmes Rd, Ste 600
Kansas City, MO 64131-3471
T: 816.347.1161



TRUST AND LEADERSHIP

Our project management approach is built on trust, a clear definition of shared goals, and a mutual understanding of the necessary steps to achieve those goals and exceed your expectations.

Our project manager, **Mitch Wiebelhaus**, along with HDR's Principal in Charge, **Aaron Bresette**, have proven experience in overseeing the planning, design, and construction of numerous types of projects across the region. Their attention to detail and client responsiveness has been instrumental in bringing about successful outcomes and repeat business for many communities. We're proud to include Smithville as one of them.

Great projects result from visionary leadership and the successful collaboration of client and consultant staff. Mitch will provide the leadership to make sure your project goals are met, and that day-to-day activities are completed on time, within budget, and to your specifications.

Mitch will manage the Project Team, lead HDR's communication with the City, lead our design efforts, be responsible for all project deliverables, schedule all progress meetings, and perform all other necessary project management duties.

Statement of Qualifications

Project Manager Experience

HDR will provide a focused team led by **Mitch Wiebelhaus**, a project manager with proven success leading multi-disciplinary design teams. His experience on both Phase 1 and 2 of Smithville's downtown revitalization, as well as assisting the City with the TAP grant request, will provide the City the benefit of his knowledge of the specific challenges in this phase. He will draw upon a team of design professionals with relevant project experience to develop solutions to the project challenges.

Mitch is a proven project manager with over a decade of experience to keep a schedule on track, meet a budget, produce quality documents, and effectively manage resources. He embodies our client-centered management approach and has proven himself an attentive and responsive service provider with the technical "know-how" to successfully execute this Streetscape Project for the City.

Mitch has a solid background in site development for a variety of private, municipal, and federal facilities, including complex site designs for new hospitals at several Air Force Bases where ADA accessibility was a critical component. His primary focus is centered on working with municipalities, including Smithville, to deliver storm drainage, water, and transportation projects. Specific examples of his ability to ensure value to the City for the Bridge Street Streetscape Phase III Project include:

- Mitch's experience on the first two phases of Smithville's Streetscape project, as well as planning level efforts for this current phase, will provide myriad benefits to the City. His unparalleled knowledge of the corridor and the pallet of design elements used on the previous phases will allow him to accelerate the design schedule and provide a finished project that fits seamlessly with the downtown.
- The breadth of knowledge Mitch gained working on diverse site development and municipal engineering projects for both large and small clients throughout his career provides him the insight to keep the City's best interests front and center, and to find economical solutions to meet the City's challenges.

Key Staff Experience



Aaron Bresette, PE
 Principal-in-Charge & Quality Control

INDUSTRY / HDR TENURE
 27 years / 15 years

Aaron is the Section Manager for Municipal Engineering Services for HDR's Missouri-Kansas operations and has a wide background in engineering design and construction management services. He has overseen all facets of planning, design, and construction management of urban street and utility enhancement projects throughout his career. He has managed multiple projects with federal aide utilizing MoDOT/KDOT LPA requirements:

- Smithville Downtown Streetscape Ph 1 & Ph 2
- Warrensburg Downtown Revitalization Ph 3 (MoDOT STP Funding)
- Council Bluffs Downtown Streetscape Ph 1 - Ph 5



Braden Beamer, PE
 MoDOT LPA Liaison

INDUSTRY / HDR TENURE
 9 years / 8 years

Braden is a Professional Engineer with nine years of experience in transportation engineering. His experience includes interstate, municipal transportation, rail design, bicycle, pedestrian, ADA design, and development of roadway drainage designs. Braden is MoDOT LPA certified and has lead projects with MoDOT and KDOT funding. He has experience with LPA requirements for NEPA, SHIPO, ADA, and construction.

- North Green Hills Road, Kansas City, MO (MoDOT LPA process, federal funding)
- Salina Downtown Streetscape Improvements, Salina, KS
- Switzer Road, Overland Park, KS (KDOT LPA process, federal funding)



Troy Henningson, PLA, LEED AP, ASLA, CLARB
 Landscape Architect

INDUSTRY / HDR TENURE
 24 years / 21 years

Troy is a registered landscape architect with experience in creating places that people want to be. His responsibilities involve many aspects of landscape architecture and urban design, including parks and recreation projects, downtown streetscapes, urban plazas, corridor planning, planting plans, and master planning for both infill and greenfield projects. Troy is the Landscape Architect who developed the enhancement concepts for the first two phases of Smithville's Downtown Streetscape project.

- Plattsmouth Main Street Streetscape
- Salina Downtown Streetscape Improvements
- Smithville Downtown Streetscape Ph 1 & Ph 2
- Warrensburg Downtown Revitalization



Darin Splittgerber, PE
 Structural Engineer

INDUSTRY / HDR TENURE
 26 years / 25 years

Darin is the Bridge Design Section Manager in HDR's Kansas City office and is responsible for managing design activities among 20 Design engineering and cad Technicians. He also manages Bridge design projects and provides quality control reviews for bridge deliverables to our local clients. For the City of Smithville, Darin was the Lead Engineer on the Second Creek Road Bridge Replacement and the Amory Road Box Culvert at Rocky Branch Creek. Darin recently was the lead engineer on the City of Olathe Lone Elm Bridge where outside sidewalks were added to an existing steel girder bridge and decorative fence and illuminated concrete columns were installed.

- Lone Elm Bridge over BNSF, City of Olathe, KS (KDOT LPA process, federal funding)
- Baltimore Bridge over I-670, City of Kansas City, MO (MoDOT design)
- Three Trails Pedestrian Bridge over I-435, Kansas City, MO (MoDOT LPA process, federal funding)



Tyler Litton
Construction Administration

INDUSTRY / HDR TENURE
10 years / 7 years

Tyler has been an integral part of HDR's Construction Inspection Department as a Resident Project Inspector. His responsibilities include daily construction site observation and documentation of construction activity. In addition, he is responsible for maintaining a daily log of site personnel equipment material quality assurance and testing. Tyler's experience as a construction inspector includes: Sanitary Sewers, Waterlines, Curb and Gutters, Storm Sewers, Drainage Structures, Street/Roadway/Sidewalk Installation.



Chris Deffenbaugh
Public Relations

INDUSTRY / HDR TENURE
23 years / <1 years

Chris is the Missouri-Kansas regional lead for HDR's Strategic Communications group and has 10 years of experience managing and supporting projects for transportation and power clients. Chris is adept at identifying opportunities and engagement solutions for projects that benefit unique public stakeholder groups.

Project Approach

A downtown street streetscape project requires the coordination of multiple critical elements. All these elements must be carefully considered and addressed during project delivery for a project's success. HDR is in a unique position for this project as we have completed the first two phases of the City's downtown revitalization. We understand the opportunities and challenges from the previous phases. We look forward to the unique challenges this phase will present. HDR's approach to deliver the streetscape project has five main parts: public engagement, scope confirmation, design, bidding/construction, and Schedule.

Public Engagement

Communication and engagement with the right groups at the right time will be critical for the success of this project. It is critical that the public engagement begins immediately to kick-off the Project. In the first phase of the downtown streetscape, HDR conducted a vision plan including a project tour, workshops, open houses, and board presentations. This information will establish the foundation of our design but knowing that some project elements and stakeholders have changed, HDR will supplement the findings of this with additional public stakeholder meetings. HDR's skilled public involvement lead, **Chris Deffenbaugh**, is ready to support the City's efforts to disseminate project information to the downtown businesses and stakeholders to obtain relevant feedback. We will work with the City to identify stakeholders and issues. Our initial recommendation for public involvement and communication efforts includes hosting public open house meetings at the beginning of the project and after the preliminary design has been completed. HDR can also write and produce clear, professional, and attention-grabbing public information materials, if desired, for the City newsletters, website, or social media.

This project is outside of the main business corridor but we understand there are impacts to customers, the First Christian Church, and a handful of private properties.



Scope Confirmation

HDR has had initial conversations with the City to assist with developing the scope and obtaining the MoDOT funding for this phase of streetscape. We will continue to finalize this scope and develop a list of “must-have” elements and establish a priority matrix for other elements. The goal at the beginning of the project is to establish the baseline scope and cost estimate to confirm the project budget. Some key elements to discuss:

- Traffic calming designs
- Driving and parking lanes
- Bicycle accommodations
- City Parks Master Plan for the Riverwalk
- Project limits
- Rail/lighting on the bridge
- Landscaping and brick accents



Design

Once the project’s scope and budget have been established and presented to the public, HDR will quickly move into the design process to develop preliminary and final plans for construction. While there are too many elements involved in the design process to fit within this response, we are including the following key design aspects:

MoDOT Coordination - HDR is a prequalified consultant through MoDOT. We have the LPA-trained staff to assist the City with the MoDOT requirements. Our local office has successfully navigated federal funding from both MoDOT and KDOT projects. Utilizing his experience with MoDOT and the LPA process, **Braden Beamer** will assist by advising the City and HDR team on the MoDOT LPA requirements.

ADA Compliance - HDR has extensive experience with accommodating ADA requirements on street rehabilitation projects. This will apply to all pedestrian ‘routes’ including curb ramps, at crossings, sidewalks, and building entrances. Although this project will only require a few ADA ramps, this is still a key criterion for federal funding requirements.

Utility Coordination - HDR will contact all utility owners in the project area and coordinate ways to minimize impacts through our design solutions. Because of unmarked utilities in the historic downtown, the first phase of the City’s streetscape required many existing utilities to be relocated. HDR assisted with over 3,000-linear feet of gas, communication, and electrical lines due to conflicts. Our team will coordinate early with the utilities to determine where facilities are and if they plan/need to make any improvements. Upgrading utilities ahead of or during the streetscape project is ideal as it will minimize disruption and overall construction costs. The key to these types of partnerships is an open line of communication and frequent coordination.



HDR has worked with MoDOT for decades on some of their largest and most challenging projects. Our KC office has multiple people with LPA Certification who are very familiar with the federal funding requirements. For this project, **Brandon Beamer** will support our efforts to successfully deliver this project.

Corridor Improvement - Whether it is for safer traffic flow, bicycle facilities, parking, improve storm drainage, corridor beautification, or a combination of them, HDR has the experience to properly reshaping corridors to meet the needs of the community. After feedback is received from the City and community, HDR will continue to develop the corridor that will enhance these features and accomplishes the goals of the City.

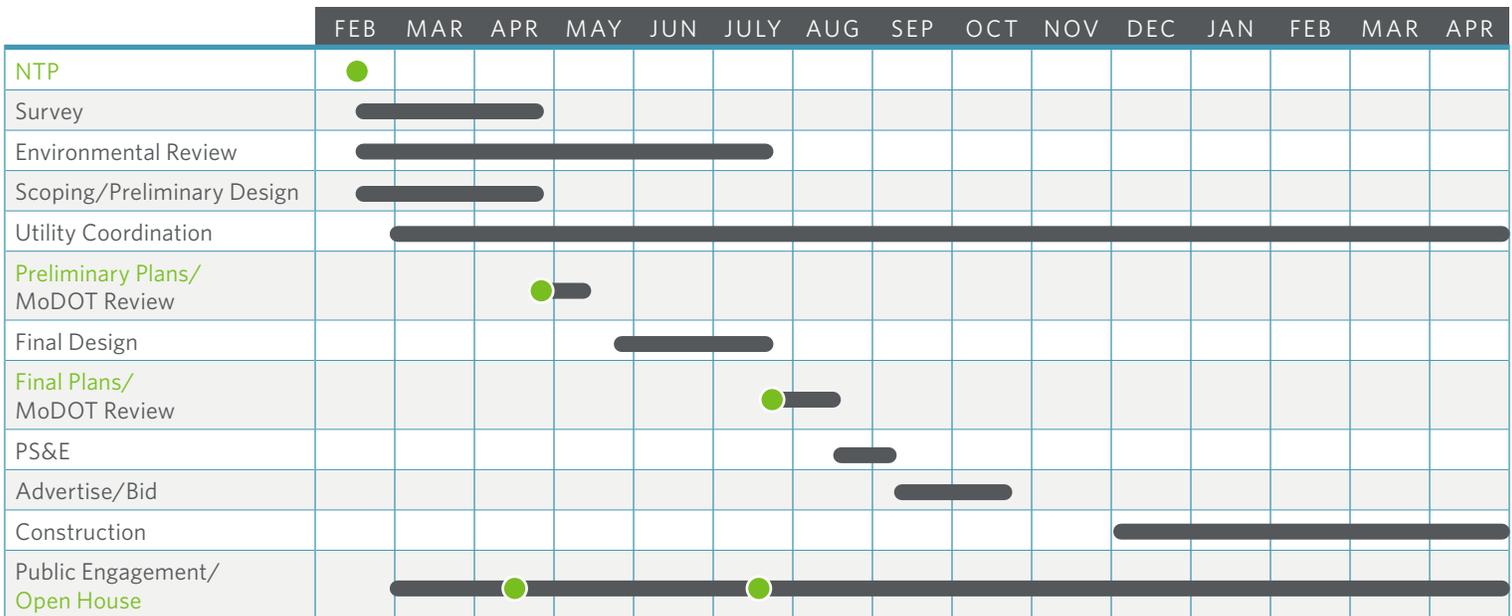


Easements - HDR anticipates only temporary construction easements are necessary for this project. Even temporary easements can be difficult to get with MoDOT requirements, easements are a primary concern when considering the project schedule. HDR will provide the City easement description and conveyance documents early in the project (after preliminary design). This will offer the City ample time to get the easements signed by the applicable property owner.

Bidding and Construction

HDR will provide bidding and construction support services to assist the City during the course of construction. Our team can participate at various levels of construction observation, depending on Smithville’s ability and availability to self-perform this work. We have resident project representatives that have trained in LPA projects and can assist the City’s communication with MoDOT through construction. We will attend and participate in regular construction coordination meetings. Our Team will track and manage the contractor’s submittals, review shop drawings, and respond promptly. We will address contractor Requests for Information and issue change orders. Our Team will conduct a punch list walk-through of the project that will identify all work items which must be corrected before substantial completion can be obtained.

Schedule





Tab B

Client References



Plattsmouth Main Street Streetscape

City of Plattsmouth, Nebraska

The Plattsmouth Main Street Streetscape project was completed in coordination with state-mandated underground utility work and provided an opportunity to make significant improvements in the appearance of the above-ground pedestrian environment. The project focused on six blocks of Main Street and included brick pavers, native landscaping, classic streetlights, an acoustic sound system, and complementary site furnishings. Corner nodes were the focal point of the project and dimensioned to accommodate truck traffic and shorten the distance for pedestrians crossing the street. Brick paving accents, wayfinding, signage, and public art celebrate these corners as key community gathering spaces. As a historic Main Street, the new streetscape concept drew design details from historic Plattsmouth. Combined with a parallel downtown revitalization plan that incentivizes the restoration of Main Street's historic facades, this streetscape project is making real the City's long-awaited hopes. With this streetscape investment and ensuing facade enhancements, historic Main Street Plattsmouth is one step closer to reclaiming its title as the "Jewel of the Platte."



CLIENT REFERENCE

Erv Portis, City of Plattsmouth
136 North 5th Street
Plattsmouth, NE 68048

KEY PROJECT STAFF

Troy Henningson



Salina Downtown Streetscape Improvements

City of Salina, Kansas

Santa Fe Avenue is the lifeblood of Downtown Salina, with just under one mile of prime retail and shopping destinations. Designed in the art deco architectural style, many of the buildings, including the historic Stiefel Theater, are quite ornate and architecturally significant. The streetscape project put Santa Fe Avenue on a “road diet” and transformed it from a four-lane to a three-lane section. This allowed for the sidewalks to be widened and an expansion of existing parking stalls. The center lane became a temporary loading and unloading area for trucks serving the surrounding businesses and was accentuated with repurposed brick pavers from the former roadway. Treatments along the sidewalk improved the downtown aesthetic by adding area-appropriate trees that provide storefront visibility and adequate shade. Additional enhancements included: brick paver accents that tied into the colors of the adjacent buildings, raised planter pots that bring in seasonal color, planting beds with an assortment of colorful perennials, and a family of street furnishings that are comprised of sleek, black metal components. Four urban plazas were also included in the project, and each took on their own individual appearance while serving a variety of flexible functionality. Specialty lighting, entrance monuments, overhead pedestrian crossing structures, and accommodations for public art set this streetscape apart from other downtowns. Construction on this \$11 million project began in spring of 2018 and was completed in the fall of 2020.

CLIENT REFERENCE

Dan Stack, PE, City Engineer
City of Salina
300 W. Ash St.
Salina, KS 67401
(785) 309-5725
Dan.Stack@salina.org

KEY PROJECT STAFF

Troy Henningson, LA
Braden Beamer



Downtown Streetscape Ph 1 & Ph 2 Improvements

City of Smithville, Missouri

Main Street is the entryway from US Highway 169 to Smithville’s historic downtown business district and is a primary gateway to Smithville Lake, a regional recreational amenity. For most of the corridor’s history it was under the jurisdiction of MoDOT, previously designated as Highway DD, and was overdue for revitalization. With the City taking over control of the corridor, the Smithville Downtown Streetscape project started with an HDR-led community Vision Plan. HDR developed a step-by-step plan to gain input from City officials, stakeholders, and property owners through various forms of community engagement. This included a kickoff meeting where stakeholders and the design team walked the corridor together, evaluating assets for preservation and challenges to be solved. This was followed by a visioning workshop, which set the stage for the current and future project phases, and a public open house to present the proposed improvements to the public. This process provided the design team with valuable input on public priorities, specifically the amenities that Smithville residents and business owners wanted incorporated into the project.

The project included improvements to eight city blocks and included a “road diet” that allowed the street to be narrowed and accommodated wider ADA compliant sidewalks with brick accents and decorative lighting. This transformed the roadway’s dynamic, from a strictly vehicular corridor to an environment where pedestrians and bicycles are comfortable, and Smithville residents and visitors want to linger and enjoy the parks and locally owned businesses.

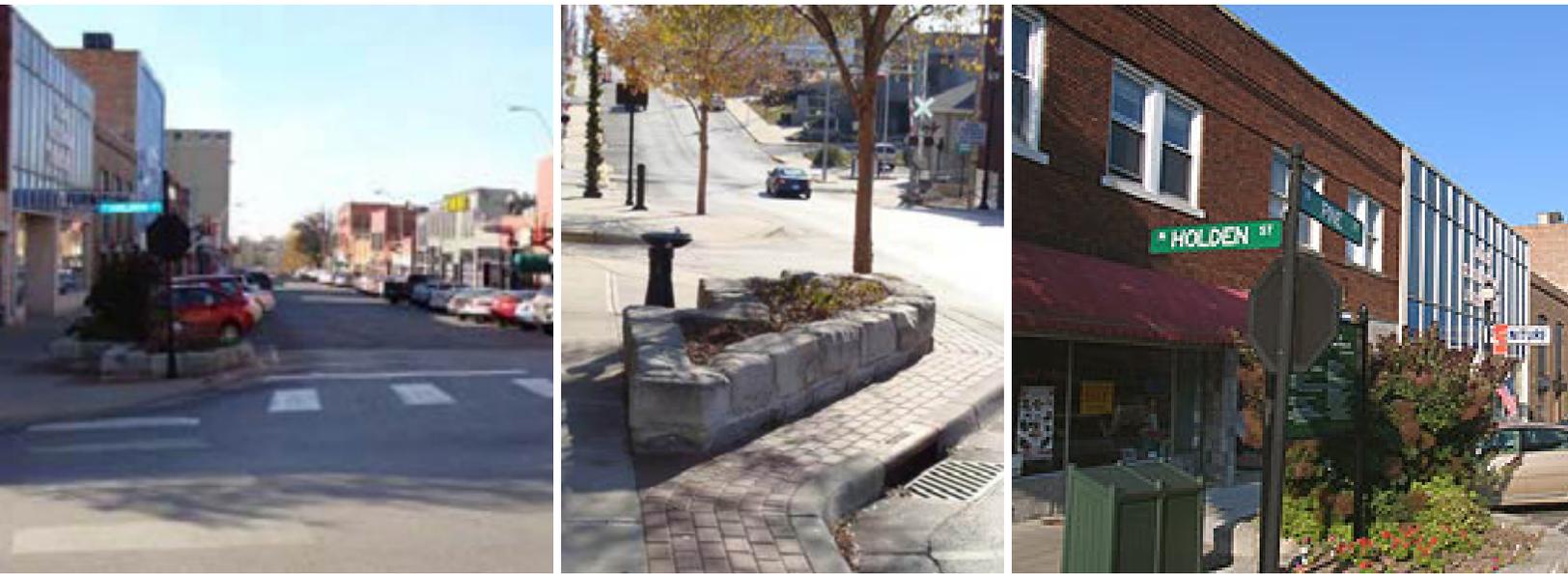
As with many historic neighborhoods, much of the underground utility infrastructure was aged and beyond its useful life. The project included nearly 2,000-linear feet of storm piping with new curb inlets, and 8,700-linear feet of new water lines. In addition, extensive coordination with third party utilities occurred to allow portions of the overhead power infrastructure to be relocated below ground, gas lines to be replaced, and telecom fiber optic lines to be constructed.

CLIENT REFERENCE

Cynthia Wagner, City Administrator
816-532-3897
cwagner@smithvillemo.org

KEY PROJECT STAFF

Aaron Bresette, Phase 1 Project Manager
Mitch Wiebelhaus, Phase 1 Project Engineer, Phase 2
Project Manager
Troy Henningson, Landscape Architect



Downtown Revitalization Ph 1, 2, & 3

City of Warrensburg, Missouri

The City of Warrensburg's downtown revitalization project was a multi-year process that transformed a historic but underutilized area into a shopping district that would attract visitors disembarking at the Amtrak Depot and students from the nearby University of Central Missouri. Ten city blocks were revitalized in three project phases. The first was funded through Community Development Block Grants Programs (CDBG), the second phase was completed with City funds, and the third utilized a combination of MoDOT Statewide Transportation Improvement Program and CDBG funding.

All phases included new curbs with bumpouts at pedestrian crossings, ADA compliant sidewalks with brick paver accents, decorative pedestrian lights, street trees, and matching stone planter beds. By realizing efficiencies during the planning process, the City was able to improve existing storm and sanitary sewer lines within the project area. Improvements included new storm pipe and curb inlets, replacing the sanitary sewer, and coordination with Missouri American for the replacement of water lines. Additionally, Evergy overhead power lines were relocated below ground in congested locations.

The project required extensive communication with affected business and property owners. HDR presented project information at several public open houses and led one-on-one meetings with impacted business owners. Building investigations were required to determine if coal chutes and underground vaults were located beneath sidewalks. HDR completed structural evaluations and developed methods to modify the building foundations to eliminate the abandoned vaults.

CLIENT REFERENCE

William Graves, Project Manager
660-262-4664
wgraves@warrensburg-mo.com

KEY PROJECT STAFF

Aaron Bresette, PM



Tab C

Additional Information



Welcome
Nicole Riche

User ID
NRIC1035

Last Login
09:51 AM - 07/20/2010

[Log Out](#)

- [Home](#)
- My Cases**
- [New Case](#)
- [View Cases](#)
- My Profile**
- [Edit Profile](#)
- [Change Password](#)
- [Change Security Questions](#)
- My Company**
- [Edit Company Profile](#)
- [Add New User](#)
- [View Existing Users](#)
- [Close Company Account](#)
- My Reports**
- [View Reports](#)
- My Resources**
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Contact Us](#)

Company Information

Company Name: HDR Engineering, Inc. [View / Edit](#)

Company ID Number: 42021

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 8404 Indian Hills Drive

Address 2:

City: Omaha

State: NE

Zip Code: 68114

County: DOUGLAS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 470680568

Total Number of Employees: 100 to 499

Parent Organization:

Administrator: HDR

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 541330 - ENGINEERING SERVICES [View / Edit](#)

Total Hiring Sites: 80 [View / Edit](#)

Total Points of Contact: 1 [View / Edit](#)

[View MOU](#)

Company ID Number: 42021

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **HDR Engineering, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF Jackson)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) 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:

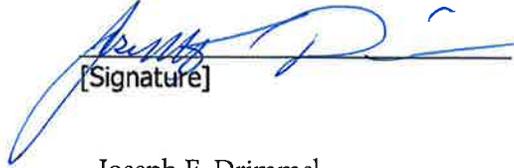
An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Joseph E. Drimmel, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Joseph E. Drimmel and I am currently Sr. Vice President of HDR Engineering, Inc. (hereinafter "Contractor"), whose business address is 10450 Holmes Rd., Ste. 600, Kansas City, MO 64131, 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 following services contracted between Contractor and the City of Smithville, Missouri.
1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

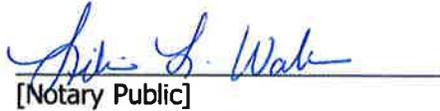
2. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.


[Signature]

Joseph E. Drimmel
[Printed name]

Affiant Subscribed and sworn to before me this 14th day of December, 2021.


[Notary Public]

**LILLIAN L. WALKER
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 1-19-2023
COMMISSION # 15424990**

My Commission Expires 1-19-2023

Commissioned in Cass County

Commission # 15424990

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

EXHIBIT 2

A conceptual layout of the project is provided on the following pages for evaluation purposes. The final design location, layout, and other necessary work shall be included in the final design

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFQ # 22-04 ENGINEERING SERVICES FOR BRIDGE ST. STREETScape DESIGN

I, Joseph E. Drimmel, hereby representing
(Agent Submitting RFQ)

HDR Engineering, Inc., have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

HDR Engineering, Inc.
Company Name

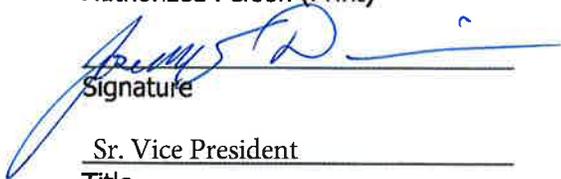
10450 Holmes Road, Suite 600
Address

Kansas City, MO 64131
City/State/Zip

816.360.2700
Telephone

47-0680568
Tax ID No.

Joseph E. Drimmel
Authorized Person (Print)


Signature

Sr. Vice President
Title

12/14/21
Date

joseph.drimmel@hdrinc.com
E-Mail Address



HDR does not have any significant exceptions, rather a few minor revisions. Our comments are included in the following documents:

- Article II Proposal Instructions
- Article III General Terms and Conditions
- Professional Engineering Services Agreement

RFQ #22-04 ENGINEERING SERVICES
TAP-3302(434)
BRIDGE ST. STREETScape PHASE III
FROM CHURCH ST. TO FIRST ST.

THE CITY OF SMITHVILLE, REQUEST FOR QUALIFICATIONS FOR THE FOLLOWING PROFESSIONAL SERVICES:

Sealed Proposals for Qualifications for engineering services for the design of Bridge St. Streetscape Phase III from Church St. to First St. will be received by the City of Smithville, Missouri, at City Hall, 107 W. Main Street, Smithville, MO 64089, until 1:30 P.M. on Wednesday, Dec 15th, 2021. The Project consists of the following:

The City of Smithville is seeking an engineer to assist with the topographic survey, design, and preparation of construction documents, and technical specifications for roundabout improvements for the following tasks:

Streetscape improvements including pedestrian and bicycle improvements on Bridge St. from Church St. to First St. The project will include mill and overlay pavement, full sidewalk replacement, crosswalk, signs, pedestrian lighting, brick accents, storm water improvements, decorative rail on bridge, bike sharrows and Share the Road signage

A conceptual layout of the project is attached. The Scope of Services will more specifically include the following project improvements and tasks.

<i>Smithville, MO/Clay County</i>	
Federal Aid No.:	TAP-3302(434)
Location:	Bridge St. from Church St to First St
Proposed Improvement:	Provide design services for improvements for streetscape improvements including pedestrian and bicycle facilities
Length:	
Approximate Construction Cost:	\$610,000
DBE Goal Determination	
Consultant Services Required:	<i>See Attachments A, B, C, D & E</i>
Other Comments:	
Contact:	<i>Name: Charles Soules</i> <i>Address: 107 W. Main St, Smithville, MO 64089</i> <i>Phone: (816)513-6984</i> <i>E-mail: csoules@smithvillemo.org</i>
Deadline:	1:30 P.M. on Wednesday, Dec 15 th , 2021
Submit	Responses should not exceed 5 pages total. A page is defined as 8-1/2 by 11 inches and printed on one side. The submittal should be received at the address and by the time specified. Submit no more than five (5) copies.

SCOPE OF SERVICES

Task 1 Surveying/Data Gathering

- Gather and review all available and relevant information to assist in the design for this project, including but not limited to Area Plans, Streetscape Plans, traffic studies, as-built records of existing improvements, land tie information, utility records, platting records, and others.
- Conduct a topographical survey in accordance with City standards.
- Conduct drainage studies and geotechnical investigations as needed.
- Coordinate at least one public meeting with stakeholder groups, including neighborhood and civic leadership groups, to obtain additional information.
- Attend a review meeting with City Project Manager and other City staff at the completion of the data gathering phase.

Task 2: Design Services

2.1 Preliminary Design

- Complete preliminary design of proposed improvements with integrated signage, landscape plantings, proposed site furnishings, and preliminary trail grading and/or profile plans.
- Prepare preliminary design plans, details, and general notes for the above referenced items.
- Prepare a preliminary opinion of probable construction cost (by category) based on the preliminary design.
- Coordinate a public meeting with stakeholder groups, including neighborhood and civic leadership groups, to present preliminary design.
- Attend a review meeting with City Project Manager and other City staff.
- Provide assistance in completing and submitting forms for categorical exclusion(s) and Section 106 review, including impact rating forms and a letter to the Division of Natural Resources and the Corps of Engineers as appropriate.
- Coordinate submittal of preliminary design and supporting documentation to the Missouri Department of Transportation.
- Utility Coordination

2.2 Right-of-Way

- Develop right-of-way plans, as needed.
- Development easement descriptions and maps

2.3 Final Design

- Complete final design of trail alignment with integrated signage, landscape plantings, proposed site furnishings, and trail grading and profile plans.
- Provide traffic control plan and phasing plan.
- Provide specifications and job special provisions
- Provide engineer's estimate
- Attend a review meeting with City Project Manager and other City staff.
- Coordinate PS&E submittal and supporting documentation to the Missouri Department of Transportation.

Task 3: Bidding Services

- Assist the City during the bidding phase by responding to questions about plans and preparing addenda as needed.
- Attend pre-bid conference, if needed.

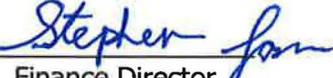
Task 4: Supplementary Construction Observation Services

- Attend a pre-construction meeting
- Respond to contractor RFI's
- Assist City in issuing Change Orders, if necessary
- Assist city in review of shop drawings and material submittals
- Monitor construction progress, as needed
- Provide as-built drawings

INSTRUCTIONS TO BIDDERS

1. RFQs must be addressed to the Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089, and be received before 1:30 P.M. on the date of closing.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 1:30 P.M. on Wednesday, Dec 15th, 2021, at City Hall.
3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Charles Soules, PE, Dir. of PW, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3898.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.


Finance Director

Issued on November 18, 2021

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written qualification statements, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
4. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
5. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
6. This RFQ involves the design of a Public Works project and Consultant; Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
7. Any questions regarding this request may be addressed to Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
8. The Consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

**RFQ #22-04 ENGINEERING SERVICES
TAP-3302(434)
BRIDGE ST. STREETScape PHASE III
FROM CHURCH ST. TO FIRST ST.**

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Statement of Qualifications to provide engineering services as follows:

Task 1 Surveying/Data Gathering

- Gather and review all available and relevant information to assist in the design for this project, including but not limited to Area Plans, Streetscape Plans, traffic studies, as-built records of existing improvements, land tie information, utility records, platting records, and others.
- Conduct a topographical survey in accordance with City standards.
- Conduct drainage studies and geotechnical investigations as needed.
- Coordinate at least one public meeting with stakeholder groups, including neighborhood and civic leadership groups, to obtain additional information.
- Attend a review meeting with City Project Manager and other City staff at the completion of the data gathering phase.

Task 2: Design Services

2.4 Preliminary Design

- Complete preliminary design of proposed improvements with integrated signage, landscape plantings, proposed site furnishings, and preliminary trail grading and/or profile plans.
- Prepare preliminary design plans, details, and general notes for the above referenced items.
- Prepare a preliminary opinion of probable construction cost (by category) based on the preliminary design.
- Coordinate a public meeting with stakeholder groups, including neighborhood and civic leadership groups, to present preliminary design.
- Attend a review meeting with City Project Manager and other City staff.
- Provide assistance in completing and submitting forms for categorical exclusion(s) and Section 106 review, including impact rating forms and a letter to the Division of Natural Resources and the Corps of Engineers as appropriate.
- Coordinate submittal of preliminary design and supporting documentation to the Missouri Department of Transportation.
- Utility Coordination

2.5 Right-of-Way

- Development easement descriptions and maps
- Develop right-of-way plans, as needed.

2.6 Final Design

- Complete final design of trail alignment with integrated signage, landscape plantings, proposed site furnishings, and trail grading and profile plans.
- Provide traffic control plan and phasing plan.
- Provide specifications and job special provisions
- Provide engineer's estimate
- Attend a review meeting with City Project Manager and other City staff.
- Coordinate PS&E submittal and supporting documentation to the Missouri Department of Transportation.

Task 3: Bidding Services

- Assist the City during the bidding phase by responding to questions about plans and preparing addenda as needed.
- Attend pre-bid conference, if needed.

Task 4: Supplementary Construction Observation Services

- Attend a pre-construction meeting
- Respond to contractor RFI's
- Assist City in issuing Change Orders, if necessary
- Assist city in review of shop drawings and material submittals
- Monitor construction progress, as needed
- Provide as-built drawings

2. The term "RFQ" means this Request for Qualifications; the term "Consultant", "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a SOQ in response to the RFQ.
3. By submitting a SOQ, the Vendor agrees, to negotiate in good faith for such reasonable fees as is required to complete the project and if its proposal is accepted, to perform the Service described in this RFQ in accordance with the terms and conditions contained herein.
4. Note: The Vendor is presumed to accept the RFQ requirements. The Vendor must raise any questions regarding the RFQ requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their SOQ, any exceptions to the RFQ requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFQ can be obtained by contacting Charles Soules, P.E., Dir. of PW., 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3898.

ARTICLE II PROPOSAL INSTRUCTIONS

RFQ PROPOSALS - CONTENTS AND SUBMISSION

Proposals in response to this RFQ should include the following information:

1. Name, address, and telephone number of Proposer(s).
2. Three (3) copies of the SOQ must be addressed to Stephen Larson, Finance Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 1:30 P.M. on Wednesday, Dec 15th, 2021.
3. Proposed date for commencement of project.

SUBMITTAL:

The submittal should be organized in a manner that will convey all pertinent information. All submittals shall be organized in the following order, with listed requirements for each tab:

Tab A: Statement of Qualifications (SOQ) and relevant experience of your Project Manager and Key Task leaders assigned to the project. The statement of qualifications shall be limited to five (5) pages, single sided, using a 12-pitch font size.

Tab B: Client or project references for at least three roundabouts and scope projects that demonstrate the applicants' ability to perform this work.

The City is not responsible for any costs incurred in preparing or submitting a response to this RFQ.

Submittals that do not meet the requirements outlined in the RFQ may be deemed non-responsive by the City; and, the City reserves the right to waive any and all requirements in this RFQ.

Any questions regarding this RFQ should be directed to Charles Soules, P.E., Dir. of PW either by phone at (816) 532-3898 or email at: csoules@smithvillemo.org. The last day for questions from prospective responders will be 5:00 PM Tuesday December 7th, 2021.

EVALUATION:

The City will evaluate the responses to this RFQ relative to the Selection Criteria outlined below. The successful consultant will be the responsible offeror whose SOQ is determined to be the most advantageous considering the evaluation factors included in this RFQ. The successful consultant may be selected by the City at its sole discretion based exclusively on review of the submitted SOQ. At the City's sole discretion, a shortlist of two or more consultants may be requested to develop detailed proposals and/or interview prior to selection, augmenting the information provided in the SOQ.

After determining the most qualified respondent, the City will attempt to negotiate a contract. If the City is unable to negotiate a contract with the selected firm(s), the City will, in writing, end negotiations with that firm and proceed to the next firm in the order of the selection ranking until a contract is reached or all firms are rejected.

All SOQs will be evaluated in terms of the following scoring criteria. The relative weight of each selection criterion is provided in parentheses.

Project Manager Experience in terms of delivering projects of this nature and magnitude. (40%)

Key Staff Experience (35%)

Client and/or project references for at least the three most recent projects of similar character that demonstrate the PM and Key Staff experience to perform this project work. (10%)

Missouri Businesses and/or Disabled-Veterans in accordance with 34.073 and 34.074 R.S.Mo. (5%)

Schedule (5%)

Other (5%)

ADDENDA

All changes, additions, and/or clarifications in connection with this RFQ will be issued by the City Public Works Director in the form of a written addendum.

AWARD OF THE CONTRACT

After the RFQs have been opened and duly considered, the successful firm will be asked to develop a scope of services and costs and this will be presented to the Board of Alderman for approval. The City of Smithville's standard engineering contract will be provided.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFQ agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

negligent



No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFQ that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFQ.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFQ thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Qualifications or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFQ obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE III GENERAL TERMS AND CONDITIONS

INSURANCE

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of bodily injury or death to the contractor's employees including claims brought under:

1. Worker's Compensation Laws
2. Disability Benefit Laws
3. Occupational Sickness or Disease Laws
4. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional  Named Insured":

1. City of Smithville
107 W. Main Street
Smithville, MO 64089

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractors in Contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

1. Worker's Compensation – Statutory
2. Employer's Liability - \$1,000,000.00 each employee
3. General Liability - \$2,000,000.00 each occurrence
4. Property Damage - \$2,000,000.00 each occurrence

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. Providing documentation affirming the Bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the Bidder and 2) a valid copy of the signature page completed and signed by the Bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
4. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri

The City shall not be obligated for any amounts in excess of the contract and/or RFQ response unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF _____)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) 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 _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently President of _____ (hereinafter "Contractor"), whose business address is _____, 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 following services contracted between Contractor and the City of Smithville, Missouri.
1. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

2. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

[Signature]

[Printed name]

Affiant Subscribed and sworn to before me this _____ day of _____, 2021.

[Notary Public]

My Commission Expires _____

Commissioned in _____ County

Commission # _____

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

EXHIBIT 2

A conceptual layout of the project is provided on the following pages for evaluation purposes. The final design location, layout, and other necessary work shall be included in the final design

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

RFQ # 22-04 ENGINEERING SERVICES FOR BRIDGE ST. STREETScape DESIGN

I, _____, hereby representing
(Agent Submitting RFQ)

_____, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

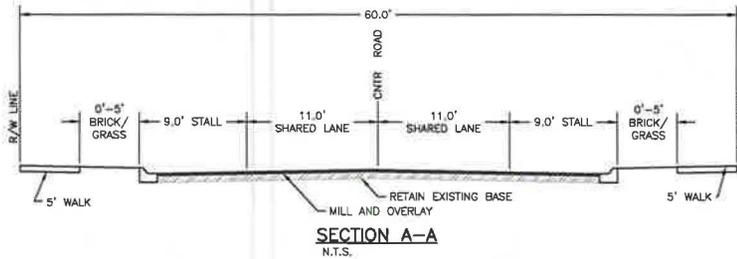
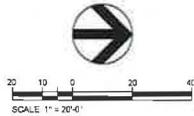
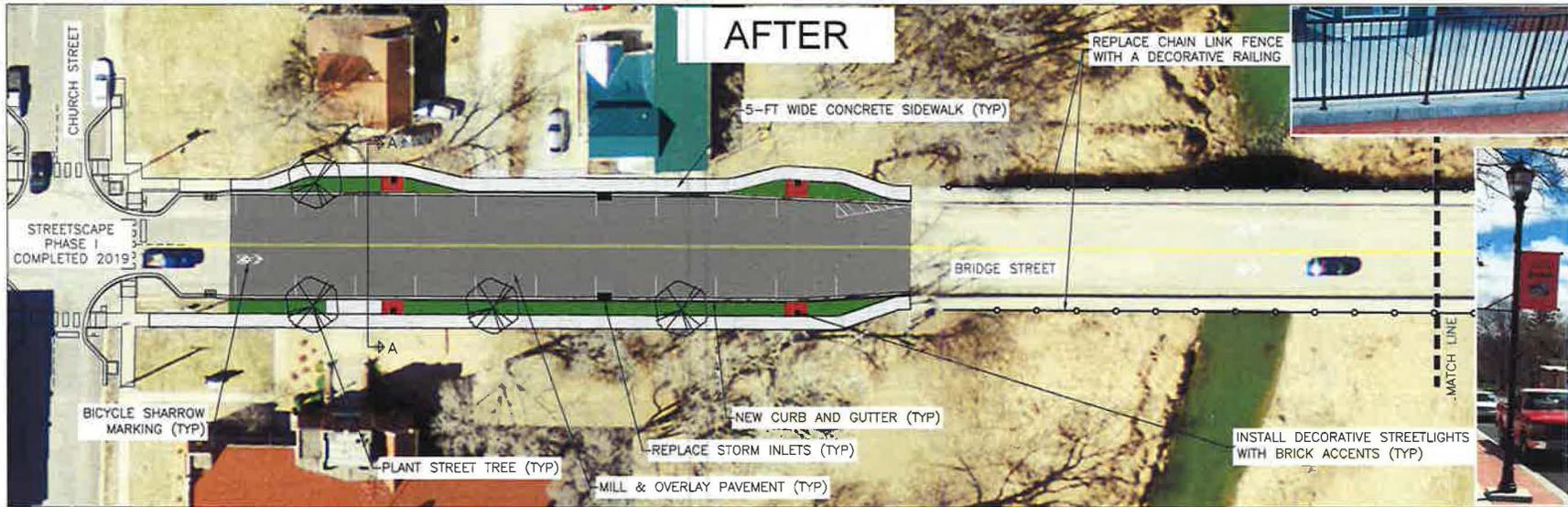
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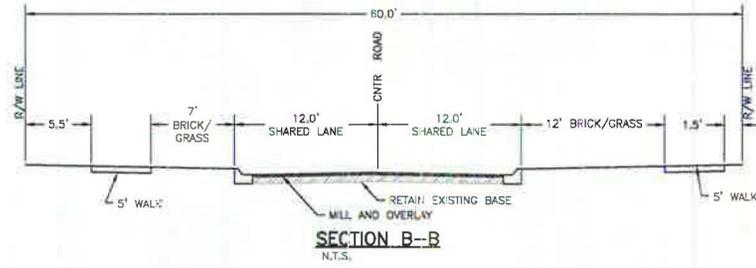
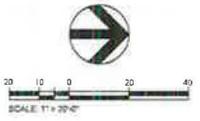
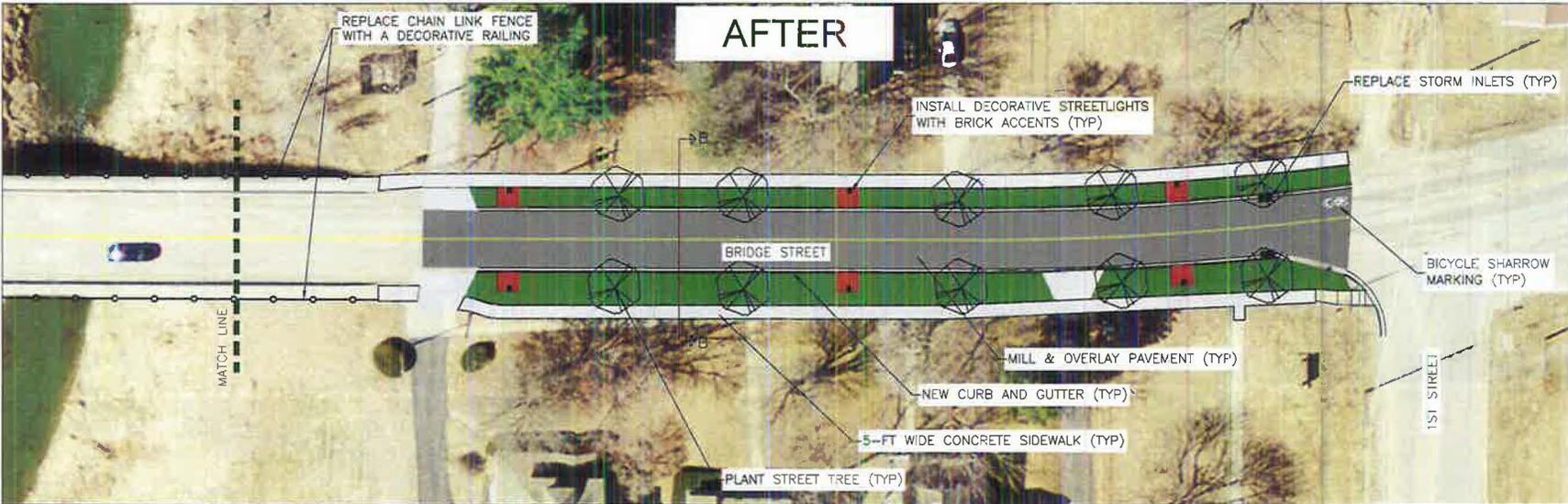
Telephone

Date

Tax ID No.

E-Mail Address





PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This is an Agreement (hereafter referred to as the "Agreement" or "Contract") by and between City of Smithville, MO ("City") located at 107 W. Main Street, Smithville, MO 64089 and _____ ("Consultant" or "Engineer") a Corporation registered to do business in the State of Missouri located at _____

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to a Bridge St -Streetscape Phase III and the City is desirous of retaining a consulting engineer/architect for such works; and

WHEREAS the Engineer is qualified by experience and training and is willing to perform the engineering/architectural services necessary to said work.

WHEREAS the City issued RFQ 22-04, Bridge St – Streetscape Phase III on December 19th, 2021 a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on the 15th day of December 2021, a copy of which is attached hereto as **Exhibit C**, with the qualifications and scope of services as identified therein.

WHEREAS the Consultant was deemed by the City as the company most qualified to work on this project.

WHEREAS upon consultation between the parties it was agree that the Consultant would provide the services as set forth in **Exhibit B** which is attached hereto and incorporated as if more fully set forth verbatim.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. CONTRACT DOCUMENTS: The Agreement between the parties shall consist of this Agreement, Exhibit A, B and C. The Parties further agree that this Agreement is a memorialization and a supplement to Exhibits A, B and C attached hereto. In the event of a conflict in the interpretation of the contract/Agreement documents, the parties agree that the terms within the Agreement documents shall be construed or given binding effect in the following order:

- a) This Agreement; and then
- b) Exhibit A; and then
- c) Exhibit B; and then
- d) Exhibit C.

2. GENERAL SCOPE OF THE WORK: Consultant shall furnish all of the labor and materials and perform all of the work set out in **Exhibit B** and incorporated in this Agreement, to the same extent and effect as if fully set out herein.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed _____. Other than as set forth in paragraph 11, this price is a fixed fee and shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Consultant claims. Consultant may submit monthly invoices to the City Director of Public Works (or such other person as designated by the City) detailing the hours of services provided and the percentage of the project completed.

Upon verification by the City that the invoice does not exceed the percentage of the project completed, the City will pay said invoice within thirty (30) days. The City will not make any payments for invoiced amounts which exceed the percentage of completed project.

4. TIME: Time is of the essence of this Agreement. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this Agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Engineer within _____ days of the Notice to Proceed on this Agreement or by the _____ day of _____, 2021.

5. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Director of Public Works and the City Administrator, City of Smithville, 107 W. Main Street Smithville MO 64089. Notice to Consultant shall be sent to the Consultant at 544 Columbia Drive, Lawrence, KS 66049. Either party may designate such other Person and/or delivery address from time to time by written Notice.

6. INDEPENDENT CONTRACTOR: The Consultant warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Consultant shall finance its own operations and shall operate as an Independent Contractor and not as an agent of the City and shall indemnify and hold the City free and harmless from all liabilities, costs, and charges by reason of any act, omission or representation of the Engineer or of its subcontractors, agents, and employees, including costs and attorney's fees.

Consultant shall at all times cause all its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Consultant will indemnify and hold the City harmless for all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Consultant will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Consultant will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Engineer will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City and are licensed or approved by the State of Missouri to do business in Missouri.

reasonable

to the extent caused by the Firm's negligent acts, errors or omissions.

Regardless of any approval by the City, it is the responsibility of the Engineer to always maintain the required insurance coverage in force; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Engineer 's failure to maintain the required insurance in effect, the City may order the Engineer to immediately terminate its work until the breach has been cured or terminate this Contract.

7. COMPLIANCE AND REQUIREMENTS: All work, labor and materials to be furnished and performed by the Engineer shall be to the satisfaction of the City Director of Public Works (or such other

person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Director of Public Works (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Engineer makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

8. CORRECTION OF DEFAULTS: The Engineer will, at the request of the City Director of Public Works (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Engineer from responsibility for any defect in materials and workmanship.

9. ASSIGNMENT: The Engineer shall not assign this Agreement or any amount payable hereunder without the prior written consent of the City. The Engineer shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts in connection with the performance of this Agreement.

10. CONFLICTS OF INTEREST: The Engineer warrants and represents that neither the Engineer nor its officers, directors, agents, employees, or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

The Engineer will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

11. EXTRAS: No claim for payment (more than the amount set forth in this Agreement for extra services or materials of any kind shall be made by the Engineer or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Engineer.

12. COMPLIANCE WITH LAW: This Agreement is entered into subject to the federal, state, and local laws, charters, ordinances, and regulations. The Engineer shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Engineer shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Agreement as well as the placement and/or use of any equipment at the location specified.

13. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Engineer must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 RFQ 21-13 P/R PW Facility for Engineering Services, AFFIDAVIT OF WORK AUTHORIZATION and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

14. UNITED STATES GOODS: Engineer agrees and understands that any manufactured goods or commodities used or supplied in the performance of the Agreement, or any subcontract thereto shall be manufactured or produced in the United States unless exempt from such requirement pursuant to §34.353 R.S.MO.

15. NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the City and the Engineer as partners in a partnership or joint venture for any purpose whatsoever.

16. NON-LIABILITY OF CITY PERSONNEL: Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Agreement or operations of the Engineer.

17. ENTIRE CONTRACT/AGREEMENT: This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Engineer.

18. RECORDS: The Engineer shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Engineer agrees that the City Auditor, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Engineer involving the transactions related to this Agreement.

19. SURVIVAL OF WARRANTIES: All warranties and representations of the Consultant hereunder shall survive final payment and acceptance of the work.

20. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action regarding the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Consultant is validly registered to do business in Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

21. REMEDIES: In addition to all other remedies at law or in equity, if Consultant shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the City may, by giving the Consultant written Notice, cancel and terminate this Contract if the breach is not cured within Thirty (30) days after the sending of such Notice (unless otherwise set forth herein).

22. **NONRESIDENT/FOREIGN CONTRACTORS.** The Consultant shall procure and maintain during the life of this contract:

a. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 R.S.Mo.

23. **INTELLECTUAL PROPERTY RIGHTS:** Consultant shall pay all license, royalty or similar intellectual property fees or costs. Consultant shall hold City harmless and shall indemnify and defend City against all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Consultant.

24. **CONTRACT LANGUAGE.** The language of this Contract reflects negotiations between Consultant and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 R.S. Mo be deemed to be the controlling original.

25. **CHANGE ORDERS:** Change Orders which are approved by the Consultant and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

26. **CITY OWNERSHIP AND PROPRIETARY INFORMATION** – The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement shall be considered as works for hire, and shall at all times be considered the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement. City grants the Engineer the right to use all data, documents, records, studies, or other information generated, created, found, or otherwise completed by Engineer in the performance of Engineer's duties under the terms of this Agreement

27. **TERMINATION.** The City reserves the right to terminate this Agreement by giving at least five (5) days prior written notice to the Consultant, without prejudice to any other rights or remedies of the City should the Consultant be in breach of this Agreement, be adjudged a bankrupt, or if Consultant should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Consultant, or if Consultant should persistently or repeatedly refuse or fail to supply enough properly skilled workmen for the work under the Agreement, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Agreement.

28. **COMPLIANCE WITH LAW.** This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

29. **EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all the required signatures have been executed by the City and the Consultant.

30. **WAIVER:** The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Engineer to which the same may apply and, until complete performance by the Engineer of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

31. **SEVERABILITY:** All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

32. **UNEMPLOYMENT INSURANCE AND TAXES:** The Engineer shall pay, at the Engineer's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Engineer will be approved unless the Engineer is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

33. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

34. **CONDITION PRECEDENT:** This Agreement shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE

By: _____
Mayor or City Administrator

Name: _____

ENGINEER :

By: _____

Title _____



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